



KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

1 Cedara Road, Pietermaritzburg, 3200

KZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200

Tel: 033 355 9100

Invitation to Tender – DARD 16/2023

KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Suitable and capable service providers are invited to bid for the **Appointment of a Service Provider to Install the Irrigation System at Phesheya farm Camperdown Local Municipality under uMgungundlovu District Municipality**

Department reserves the right to:

- (i) To accept part of a tender rather than the whole tender.
- (ii) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- (iii) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- (iv) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- (v) **This bid is open for contractors with a Construction Industry Development Board (CIDB) data base grading of a minimum of 3SH/3CE or higher**

Contact Details for Enquiries

Queries relating to the issue of these documents may be addressed to

Administrative: Ms. Nompumelelo Dladla Tel. No. 033 355 9369: or Nompumelelo.Dladla@kzndard.gov.za and

Technical: Ms. Sibongile Ndlela Tel. Tel. 072 956 7983 or Sibongile.Ndlela@kzndard.gov.za

The closing date and time for receipt of Tenders is **30 November 2023 at 11h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

A compulsory briefing session will be held as follows:

Date: 16 November 2023

Time: 09:45 for 10:15

Meeting point off-ramp along Umbumbulu towards Camperdown

NB. Tender documents must be deposited at:

Department of Agriculture and Rural Development, 1 Cedara Road, Cedara 3200, Supply Chain Management Bid Box

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

		PAGES
PART A	INVITATION TO BID (SBD 1)	3
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	4
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	5
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	6
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	7
PART C	PRICING SCHEDULE	8
SECTION D	PRICING SCHEDULE (SBD 3)	9-14
SECTION E	BIDDERS DISCLOSURE (SBD 4)	15-16
SECTION F	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	17-24
SECTION G	CONTRACT FORM (SBD 7)	25-26
SECTION H	GENERAL CONDITIONS OF CONTRACT	27-33
SECTION I	SPECIAL CONDITIONS OF CONTRACT	34
SECTION J	AUTHORITY TO SIGN THE BID	35-39
SECTION K	TERMS OF REFERENCE	40-79
PART D	BID DISQUALIFYING FACTORS	80-83
ANNEXURE B	BIDDERS PAST EXPERIENCE	84

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DARD 16/2023	CLOSING DATE:	30/11/2023	CLOSING TIME:	11h00
DESCRIPTION	Appointment of a Service Provider to Install the Irrigation System at Phesheya farm Camperdown Local Municipality under Umgungundlovu District Municipality				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nompumelelo Dladla		CONTACT PERSON	Ms Sibongile Ndlela	
TELEPHONE NUMBER	033 355 9369		TELEPHONE NUMBER	072 956 7983	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	nompumelelo.dladla@kzndard.gov.za		E-MAIL ADDRESS	Sibongile.Ndlela@kzndard.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER:.....

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

DATE:

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO
REPRESENTS (state name of bidder)CSD Registration
Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND
REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF
SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID
FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE
BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

PART C

PRICING SCHEDULE
(Goods/Service/Work)

NAME OF BIDDER:	
CLOSING TIME: 11h00	CLOSING DATE: 30/11/2023

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
DARD 16/2023	Appointment of a Service Provider to Install the Irrigation System at Phesheya farm Camperdown Local Municipality under uMgungundlovu District Municipality	

Amount in Words:

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

<p>Official Company Stamp</p>

Signature

SECTION D

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

- Required by:
- At:
- Brand and model
- Country of origin

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

*Delete if not applic

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

- Required by:.....
- At:.....
- Brand and model.....
- Country of origin.....

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery.....

- Delivery: *Firm/not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1.1.4 Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

1.1.5 Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**PRICING SCHEDULE
(Professional Services)**

Name of bidder..... Closing Time 11:00	Bid number..... Closing date.....
---	--

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R
.....	R
.....	R
.....	R
.....	R

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

SECTION E

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 1.1.7 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM

INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

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

SECTION F

SBD 6.1

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

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

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

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

3. DEFINITIONS

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

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An EME or QSE entity which is 100% black owned	10	
An EME or QSE which is at least 51%Women owned	10	
TOTAL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

<p>..... SIGNATURE(S) OF TENDERER(S)</p> <p>SURNAME AND NAME:</p> <p>..... DATE:</p> <p>..... ADDRESS:</p>

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

- I hereby declare under Oath that:
 - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
 - The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended

Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisation- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SECTION G

SBD 7.1

CONTRACT FORM – GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....

2	.....

CONTRACT FORM – GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating service delivery instructions is forthcoming.
- 3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

SECTION H GENERAL CONDITIONS OF CONTRACT

i. **Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

ii. Application

- 1.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

iii. General

- 1.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 1.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

iv. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

v. Use of contract documents and information; inspection.

- 4.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 4.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 4.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

vi. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

8. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

9. a cashier's or certified cheque

- 1.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

2. Inspections, tests and analyses

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 2.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 2.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 2.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 2.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 2.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 2.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- a. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

2. Delivery and documents

- a. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- b. Documents to be submitted by the supplier are specified in SCC.

3. Insurance

- a. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

4. Transportation

- a. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

5. Incidental Services

- a. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- b. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

6. Spare parts

- a. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

7. Warranty

- a. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- b. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- e. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such

remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

8. Payment

- a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- b. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- c. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- d. Payment will be made in Rand unless otherwise stipulated in SCC.

9. Prices

- a. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

10. Contract amendments

- a. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

11. Assignment

- a. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

12. Subcontracts

- a. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

13. Delays in the supplier's performance

- a. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- b. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- c. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- d. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- e. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- f. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

14. Penalties

- a. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

15. Termination for default

- a. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension

thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- b. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- c. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- d. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- e. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - a. the name and address of the supplier and / or person restricted by the purchaser;
 - b. the date of commencement of the restriction
 - c. the period of restriction; and
 - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

16. Anti-dumping and countervailing duties and rights

- a. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

17. Force Majeure

- a. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- b. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

18. Termination for insolvency

- a. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

19. Settlement of Disputes

- a. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- b. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- e. Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

20. Limitation of liability

- a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - i. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - ii. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

21. Governing language

- a. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

22. Applicable law

- a. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

23. Notices

- a. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- b. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

24. Taxes and duties

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

25. National Industrial Participation (NIP) Programm

- a. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

26. Prohibition of Restrictive practices

- a. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
 - b. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998

SECTION I
SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 The contract is for 6 months.

2. EVALUATION CRITERIA

There are three stages in the selection process, namely,

- a) Stage one: Administrative Compliance
- b) Stage two: Functionality Criteria
- c) Stage three: Price and specific goal

Ensuring that bids comply with administrative Compliance and the price and specific goal.

2.1. Stage 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to Q.

Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

2.2 Preferential Point Evaluation

2.1.1. This bid will be evaluated using the 80/20 preference point system.

3. BID APPEAL TRIBUNAL

PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website www.tenderbulletin.gov.za.

The address provided for the lodging of appeals is:

**The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200**

FAX NO.: (033) 897 4501

SECTION J

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

.....Mr/Ms....., whose

signature appears below, has been authorised to sign all documents in connection with this bid

on behalf of (Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES:

1.

2.

B. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....

..... (whose signature appears

below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

- 1.
- 2.

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

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

.....

.....
SIGNATURE

.....
DATE

D. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as.....
hereby authoriseto sign this bid as well as any
contract resulting from the bid and any other documents and correspondence in connection
with this bid and /or contract on behalf of

.....
SIGNATURE	SIGNATURE	SIGNATURE

.....
DATE	DATE	DATE

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES:

1.

2.

F JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....,

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....,

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE:

DATE:

SECTION K
TERMS OF REFERENCE

**APPOINTMENT OF A SERVICE PROVIDER TO INSTALL THE IRRIGATION SYSTEM AT
PHESHEYA FARM CAMPERDOWN LOCAL MUNICIPALITY UNDER UMGUNGUNDLOVU
DISTRICT MUNICIPALITY**

DISCLAIMER

[1] COMPLETENESS OF THE DOCUMENT

The information regarding project site condition, and site information supplied, is provided in good faith for the contractor's convenience as an indication of conditions likely to be encountered. No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials. The information provided will not be regarded as in any way limiting the Contractor's responsibilities. He/ She will be held to have satisfied him of all conditions to be encountered on site and to allow accordingly in his/her tendered rates.

[2] APPLICABLE STANDARDS

The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SANS 1200) shall apply to this Contract together with additional amendments as set out herein. The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer. These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

[3] CONTRACT DOCUMENTS

3.1 This document must be read in conjunction with the General Conditions for Construction works (GCC, 3rd edition of 2015), which will govern the implementation of the works. The contractor is presumed to possess a copy of this document and/or have a working knowledge of its conditions.

3.2 In addition, the attached drawing (See Annexure F - List of Drawings), as well as the Special Conditions and Project Particular Specifications (PPS) and these Terms of Reference are deemed to be part of the contract documentation.

3.3 If the contractor has the impression that the information provided in the drawings and the technical specifications and/or Bill of Quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at before the commencement of any construction. The same applies for any other purported differences between these documents.

SPECIAL TERMS & CONDITIONS

1 INTRODUCTION

- 1.1 Bidders must ensure that they are fully aware of all the Terms and Conditions contained in this bid document. Only bidders that fully meet the prequalification shall be considered.
- 1.2 The Bidder is required to check the number of consecutively numbered pages. Should any found to be missing or in duplicate, or the text of figures indistinct, or should there be any doubt or obscurity as to the meaning of any part of these documents, the Bidder must ascertain the true meaning or intent of the same prior to the submission of his/her Bid. No claims arising from any incorrect interpretation will be admitted.

2 ACCEPTANCE OF BID

- 2.1 The Departmental Bid Adjudication Committee is under no obligation to accept any bid.

3 AMENDMENT OF CONTRACT

- 3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Departmental Bid Adjudication Committee approval.

4 AWARD

- 4.1 This bid as per attached specification will be awarded to one (1) service provider.
- 4.2 Bidders must price for all items. Failure to comply will result in disqualification.

5 BASIS OF QUANTITIES

- 5.1 Quantities are as reflected on the Bill of Quantities as attached as the annexure.

6 CHANG E OF ADDRESS

- 6.1 Bidders must advise the Departmental Supply Chain Management, Contract Administration should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

7 COMPETENCY OF THE SERVICE PROVIDER

- 7.1 This bid is open for contractors with a Construction Industry Development Board (CIDB) data base grading of a minimum of 3SH/3CE or higher. The contractor is to submit evidence of his/her OWN Active registration.
- 7.2 For evaluation processes, the Department shall apply the evaluation criteria as outlined inthe Bid Evaluation Criteria of this bid.
- 7.3 It shall be vital for the appointed supplier to have sufficient financial resources and capacityto finance and execute as per terms and conditions of the contract.

8 COMPULSORY SITE BRIEFING

8.1 A compulsory site-briefing meeting will be held with prospective Bidders. Attendance at the meeting will be compulsory and non-attendance shall invalidate any bid. The date and time of the meeting will be published in the Bid Advertisement or, in the case of a quote, be communicated when the prospective service provider is invited to quote.

9 COUNTER OFFERS

9.1 Counter offers shall not be considered.

10 DELIVERY CONDITIONS

- 10.1 Delivery of services must be made in accordance with the instructions appearing on the official purchase order.
- 10.2 All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.
- 10.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
- 10.4 The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 10.5 All invoices submitted must be original.
- 10.6 Deliveries not complying with the order form shall be returned to the contractor at the contractor's expense.
- 10.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of the Departmental Bid Adjudication Committee.

11 DETAILS OF CONSTRUCTION CONTRACTS AWARDED TO THE BIDDER PAST/CURRENT (ANNEXURE D)

- 11.1 The bidder must furnish the following details of all verifiable past and current irrigation installation contracts.
- 11.2 Date of commencement of contract/s;
- 11.3 Value per contract; and
- 11.4 Contract details, which includes with whom held, phone number and Address/s of the companies.

12 ENTERING OF DEPARTMENTAL OFFICES

12.1 No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless the responsible official in charge of stores accompanies him / her.

13 EQUAL BIDS

13.1 If functionality is part of the evaluation process and two or more bidders score equal total points and equal points for specific goals, the contract

must be awarded to the bidder that scored the highest points for functionality.

13.2 If two or more bidders score equal total points in all respects, the award shall be decided by the drawing of lots.

14 INVOICES

14.1 All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

14.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

14.2.1 The name, address and registration number of the supplier;

14.2.2 The name and address of the recipient;

14.2.3 An individual serialized number and the date upon which the tax invoice is issued;

14.2.4 A description of the goods or services supplied;

14.2.5 The quantity or volume of the goods or services supplied;

14.2.6 The value of the supply, the amount of tax charged and the consideration for the supply; or

14.2.7 Where the amount of tax charged is calculated by applying the tax fraction to the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

15 IRREGULARITIES

15.1 Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

16 JOINT VENTURES

- 16.1 Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of the BID. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 16.2 The non-submission of a BBEE Certificate by a trust, consortium or joint venture shall result in zero (0) points being allocated for specific goal
- 16.3 Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- 16.4 The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 16.5 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

17 LATE BIDS

- 17.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation

18 NOTIFICATION OF AWARD OF BID

- 18.1 The successful bidder shall be notified via an advert in the same media as the invitation to tender.

19 PAYMENT FOR SUPPLIES AND SERVICES

- 19.1 A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 19.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.
- 19.3 Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
- 19.4 Contact must be made with the officer-in-charge of the District office;
- 19.5 If there is no response from the District office, the Director: Finance must be contacted;
- 19.6 Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

20 PERIOD OF CONTRACT

20.1 The contract is ad hoc/once-off. To be implemented in six (6) calendar months effective from the site handing over date to the contractor.

21 QUALITY CONTROL/ TESTING OF PRODUCTS

21.1 The Department reserves the right to inspect and verify the quality and specifications of the supplied materials and equipment, as well as other items listed on the Bill of Quantities, before construction and/or installation. In case of deviations in terms of dimensions, strength, numbers or otherwise, the Contractor shall replace these goods for the correct ones at his/her own expense.

21.2 The same replacement obligation to the Contractor would apply during the construction phase.

21.3 In the case of sustained or repeated non-adherence to the specifications of the materials and/or equipment, as well as in the case of general negligence during the implementation process, the contract may be cancelled. The Department will in such cases seek compensation from the contractor for the estimated costs for completion.

21.4 In cases of deliberate negligence or unwillingness to adhere to the Departmental specifications, the Service provider will be reported to the Provincial and/or National Treasury for listing on the restricted section of the Central Suppliers database.

22 ORDER OF PRECEDENCE

22.1 This invitation to bid/quote is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the National Treasury Government Procurement General Conditions of Contract (July 2010).

22.2 The Special Terms and Conditions are supplementary to that of the General Conditions of Contract. Where, however, the Special Terms and Conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

23 SUPPLIERS DATABASE REGISTRATION

23.1 A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.

23.2 A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

23.3 NB: If a bidder is found to be employed by the State and is on the Central Suppliers database, the bidder shall be disqualified.

24 TAX AND DUTIES

24.1 During quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

25 UNSATISFACTORY PERFORMANCE

25.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

25.2 The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).

25.3 If the Contractor fails to commence the Works or to proceed with and complete the Works in compliance with the projected timeframes, the Head of Department or his/her representative shall take action in terms of its his/her delegated powers and adopt and exercise one of the following courses wholly or partly, viz: -

25.3.1 To direct the Contractor, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites,

25.3.2 To make a recommendation to the Accounting Officer for cancellation of the contract concerned.

25.3.3 To Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.

25.4 In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.

25.5 When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

26 VALIDITY PERIOD OF BID AND EXTENSION THEREOF

26.1 The validity (binding) period for the bid shall be 120 days from close of bid. However, circumstances may arise whereby the Department will request bidders to extend the validity (binding) period. Should this occur, the Department shall request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request shall be done before the expiry of the original validity (binding) period.

27 VALUE ADDED TAX (VAT)

27.1 Bid prices must be inclusive of 15% VAT.

27.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.

27.3 For the purposes of calculating preference points, VAT shall not be considered during quotation process.

28 SERVICE LEVEL AGREEMENT

28.1 The successful Bidder and the Department will sign a Service Level Agreement (SLA) prior to commencement of works. A proposed schedule of works must be provided by the contractor for the approval of the Engineer within two weeks of receiving notification of a successful bid.

28.2 The Special Terms and Conditions (STC), the Standard Technical Specifications (STS) and the Project Specifications (PSS) as listed in this bid document, together with the Drawings, are deemed to form part of the SLA.

29 COMMENCEMENT OF THE WORK

29.1 Site establishment must start within two (2) weeks, and the actual works within three weeks after hand-over of the site, provided that;

An official order has been issued;

29.2 The contractor is in possession of all relevant documentation required for works execution; No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.

29.3 In case work has not commenced within two (2) weeks of the site hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract.

30 HANDOVER OF SITE TO CONTRACTOR

30.1 The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site handover will be the official start of the construction period, and the work will have to be completed within the period stipulated in clause 55 ("Completion period and rate of progress")

30.2 The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects.

30.3 The Contractor will control the site for the contract duration. Only the Contractor's own employees, Contractor's local labour and Departmental Representatives will be allowed on site.

30.4 The Contractor is responsible in the administration, control and security on the site at all times during the contract duration.

31 WATER AND POWER

31.1 The Contractor shall make the necessary arrangements for the provision of any water and power. No payment will be made for the provision or use of these services and the cost of these shall be included in the Bid/quoted amount.

32 LOCATION OF CAMP

32.1 The Contractor's camp may be erected on the site of the works but must meet the approval of the Engineer, project beneficiaries and landowners. No persons other than a night watchman may sleep in the camp, without the approval of the local relevant Stakeholder.

33 HOUSING OF CONTRACTOR'S EMPLOYEES

33.1 The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site. However, it may be possible to arrange temporary local accommodation for the Contractor's staff with the participants.

33.2 The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

34 LABOUR SOURCE & CAPACITY

34.1 The Contractor will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.

34.2 The contractor is encouraged to source unskilled labour from the project participants or local community. The Contractor and the Departmental representative (Engineer or local Agricultural adviser) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.

34.3 The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

35 SECURITY & RISK

35.1 No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.

The Contractor shall also be responsible for safeguarding all plants, machinery, equipment and materials on site. The Engineer shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

36 MATERIALS DELIVERY ON & OFF-LOADING, STORAGE & RESPONSIBILITY

36.1 The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.

36.2 All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.

36.3 The Contractor shall remain fully responsible for all material and plant etc. until the completed works are handed over and have been officially accepted by the Department.

37 EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

37.1 The Contractor is advised that he will be held responsible for any damage to the existing pavings, roads, municipal pavements, fences, boundary walls, etc., and will have to repair such damage at his expense

38 DAMAGE TO PROPERTY

38.1 If the Contractor or his/her employees, while engaged in the execution of the contract, shall break, deface, injure, destroy or allow to fall into disrepair any part of the Works or property belonging to the Department, or any private property including: buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department on which he or they may be employed, the Contractor will be required to repair, in a perfect and workmanlike manner, at own expense all damage to the approval of the Department. The Completion Certificate will not be issued until the Department is satisfied that all necessary remedial work has been satisfactorily completed

38.2 The Contractor shall take every precaution against damage or nuisance being caused by dust both to the properties of the Employer and all surrounding properties and shall indemnify the Employer against any claim that might arise there from.

39 UNDERGROUND CABLES AND PIPES

39.1 If such services are discovered, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.

39.2 Should the Contractor damage underground cable or pipes, such damage shall be repaired as soon and safely as possible by the Contractor.

39.3 The cost of making good such damage will be met by the Contractor as this must be covered by the Contractor's works insurance.

40 DAILY RAINFALL RECORDS

40.1 Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept, the Engineer is under no obligation to grant extension of the completion period for inclement weather.

41 INSPECTION OF WORK

- 41.1 The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.
- 41.2 The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

42 NOTICE OF COVERING WORK

- 42.1 The Contractor shall give due notice to the engineer whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.
- 42.2 If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineer.

43 SUB-CONTRACTED WORK

- 43.1 The contractor shall not sub-contract the entire contract.
- 43.2 Sub- contracting shall not relieve the contractor from any liability or obligation under the contract and she/he shall be liable for the acts, defaults and neglects of any sub-contractor, his/her agent or employees as fully as if they were the acts, defaults or neglects of the contractor.

44 INSURANCE

- 44.1 All accepted approved contractors would be required to provide the following insurances for the project awarded to them:
- 44.2 Insurance against damage, destruction or loss to 50% of the value of the contract. Public Liability insurance.
- 44.3 All risks (works) policy and Political.

45 PROTECTION OF THE PUBLIC

- 45.1 Bidders including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main bidder) must ensure that they make adequate financial provision in their bids for full compliance with the Occupational Health and Safety Act (85/1993): Construction Regulations, 2014, as published in the Government Gazette of 7 February 2014, or later amendments thereto. Financial provision shall therefore be made by each Bidder for, inter alia, the following:
- Carrying out and documenting risk assessments of all work to be carried out under the contract.
 - Preparation of safe work procedures.
 - Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.
 - Regular updating of all of the foregoing.
 - Provision of medical certificates of employees.

- Provision of PPE and protective clothing for employees
- Complying with all H&S requirements for the duration of the contract.
- Provision of forced ventilation (as required when working in confined spaces).
- The completion and checking of the safety file upon completion of the works and handing it over to the Department.

45.2 To enable the Department to appraise the allowances that Bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction

45.3 Regulations, separate items have been included in the Bill of Quantities for Health and Safety.

45.4 Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid. The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements.

46 INJURY TO PERSONS

46.1 The Contractor shall be liable for and shall indemnify the department in respect of any liability, loss, claim or proceedings whatsoever, whether arising in Common Law or by Statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works.

47 DISAGREEMENTS

47.1 Notice of disagreement. The Contractor has the right by written notice to the Engineer to require him to consider any disagreement which he raises with the Engineer provided the said written notice shall be given within 14 days after the cause of disagreement has arisen.

47.2 Ruling on disagreements. The Engineer shall give a ruling on the disagreement in writing to the Contractor no later than 14 days after his receipt of a written request from the Contractor requiring him to do so. The Engineer shall provide such a ruling with as little delay as possible. During the response time the Contractor shall not alter the status of the works under contention.

48 FIXED PRICE CONTRACT

48.1 The contract shall not be subject to contract price adjustment.

49 PRICING - COMPLETENESS OF BID

49.1 Bidders are required to Bid for all services, products and commissioning as specified in this document and associated plans. If he/she does not bid on all items, his/her bid will be rejected.

49.2 All bid/quoted prices for separate items are to be in South African currency and must exclude VAT.

49.3 All items as described in the project specification are to be priced in full.

49.4 Transport/Delivery costs must be included in the pricing if the Pricing Schedule does not list them separately.

49.5 VAT must be filled in as the sub total followed by the complete price for the entire project.

49.6 The Bid price page must be signed by a person legally authorized to do so.

50 QUANTITIES OF WORK

50.1 The Contractor shall receive payment only for the works actually executed and approved by the Engineer.

51 PROGRESS PAYMENTS

51.1 Payment shall only be made for claims that are commensurate with the works actually executed and complete.

51.2 Payment will only be made against the construction progress as pertaining to built /installed items. Movable items and materials on site are generally excluded from progress payments until they have been fully installed or fitted or built up.

51.3 If any item or part of an item in an invoice is disputed, the Engineer shall give notice to the contractor explaining the disputed item and request for re-measurement.

51.4 Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (58).

51.5 The penultimate payment occurs after practical works completion. The final payment will be made after the 12 months liability period when the contractor has dealt with all defects, if any.

52 COMPLETION OF THE WORKS

52.1 Work completion will be established over three stages.

52.2 Practical completion - This is defined as the stage when the works are found to be substantially complete and can be used for the purposes intended. This assessment will be solely made by the Engineer. When the Contractor thinks he has completed the works, an inspection will be made by the Engineer who will draw up a list of patent defects, commonly known as a "snag list", if any. Patent defects are defects that are visible or discoverable upon an ordinary and proper inspection.

52.3 Works completion - This stage will be reached after the Contractor has, to the sole assessment of the Engineer, fixed all defects listed on the snag list. It is at

works completion that the Contractor will be paid out 50% of his/her retention money.

52.4 Final completion - Final Completion occurs 12 months after Works completion, after expiry of the liability period.

53 RETENTION

53.1 A 10% retention will be withheld on payment for duration of the construction.

53.2 The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at works completion of the works. The remainder, viz 5%, will be paid out at final completion after expiry of the defect liability period 12 months after practical completion), the bidder having eliminated all defects.

53.3 In some instances, the Engineer may decide to shorten this period in order to allow all payments to be completed within the financial year. However, this is not a given and the Contractor will be notified during the course of the construction if such would be the case.

54 DEFECT LIABILITY PERIOD

54.1 The defect liability period is 12 calendar months calculated from the date of works Completion.

54.2 The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

55 CONTINGENCIES

55.1 An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract. Such approval must be in line with SCM Delegations.

56 PERIOD OF COMPLETION & RATE OF PROGRESS

- 56.1 The project has to reach practical completion within 6 calendar months of award of the contract (180 calendar days)
- 56.2 If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.
- 56.3 The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (1) of this clause.
- 56.4 The date of completion will be extended only to the extent approved by the Department. Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.
- 56.5 When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

57 PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

- 57.1 If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance.
- 57.2 If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value.
- 57.3 The department will deduct a penalty for late completion of up to 0.05% of the contract value per working day delay. This will be deducted from the retention.

58 DESCRIPTION

58.1 Employers Objectives

58.1.1 The employer's objective is to install the sprinkler irrigation system at Phesheya Farm.

58.1.2 The Employer seeks to appoint a suitable and competent Service Provider to supply, deliver and install an irrigation system at Phesheya Farm.

58.1.3 The irrigation system involve the installation of the pipe network, construction of the pump houses, installation of the pumps and motors with all associated materials, and the rehabilitation of the suction area.

58.1.4 The Employer desires that the work required be of a high standard and be completed in the shortest practical time whilst making use of local labour where practical possible.

58.1.5 The successful contractor would be required to supply proof of experience required to implement a project of this nature.

58.2 Project Location

Phesheya Farm project falls under uMgungundlovu District Municipality in KwaZulu Natal. The project is located approximately 3km South of Camperdown Town. The project is located in the following coordinates 29°44'24.44"S; 30°32'12.37"E.

58.3 Scope of works

The purpose of the project is to develop an irrigation system for an area of approximately 12ha, to irrigate vegetables. The irrigation system will include the supply, delivery and installation of the dragline sprinkler system, construction of a new pump station. Extent and scope of works is as follow

- 58.3.1 Site setting out and site establishment.
- 58.3.2 Site clearance where necessary
- 58.3.3 Earthworks: Excavate topsoil from the area, excavation of pipe trenches, including all necessary soil compaction.
- 58.3.4 Supply, delivery, lay and backfill all the pipe works and necessary fittings
- 58.3.5 Construction of new pump houses with all the required works
- 58.3.6 Supply, deliver by road and install pumping units as required with all required fittings,
- 58.3.7 Design, supply and installation of switch gear, cables and all electrical connections suitable to control the pumping unit.
- 58.3.8 Installation of electric works from the ESKOM transformer to the pump station with all required cabling
- 58.3.9 Test and commission all the works.

59 ENGINEERING

59.1 Design

The design of the Permanent Works has been undertaken by the Engineers. The Contractor will be expected to supply the design for the control panel suitable

to control the supplied electric motors. The contractor will also be required to conduct designs for temporary works, the works to be approved by the responsible engineer prior to construction.

2.2 Drawings

59.1.1 General

- The drawings contained in this tender document form part of the tender documents and shall be used for tender purposes only. At the commencement of the contract, the Engineer will supply the Contractor with detailed soft copy drawings for construction. These copies will be issued free of charge and the Contractor shall make prints he/she may require at his/her own cost. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works. The work shall be carried out in accordance with the latest available drawings revisions.
- Any information in the possession of the Contractor necessary for the Resident Engineer to complete his as-built drawings shall be supplied to the Resident Engineer before a Certificate of Completion will be issued.
- Only figured dimensions shall be used and drawings may not be scaled unless instructed by the Project Engineer. The Engineer will supply any dimensions, which may have been omitted from the drawings.
- The levels given on the structural drawings are subject to confirmation on the site, and the Contractor shall submit all levels to the Engineer for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies.

59.1.2 List of Contract Drawings prepared by Engineer

The construction drawing for the project have been prepared by the Engineer. The summary list of drawings are as follows in the table below.

Drawing Number	Drawing Description
PSY/Irr/2022/01	Overview plan for the applicable area
PSY/Irr/2022/02	Pump station layout
PSY/Irr/2022/03	Typical cluster valve connection
PSY/Irr/2022/04	Typical air valve connection

60 SOIL TESTING

The soil analysis should include but not limited to the following:-

- Soil texture, structure and consistency;
- Irrigability classes presented in a map;
- Porosity;
- Infiltration characteristics/rate (Initial and final rate);

- Permeability;
- Water holding capacity, and
- Natural Soil depth.

The report should present all the findings relating to the above requirements and provide all necessary recommendations deemed applicable to this irrigation development.

Please note that the quote should comprise the methodology (technical proposal) and financial proposal/breakdown. The financial breakdown should include fees for all the field tests, laboratory tests, data analysis, report writing, disbursements including travelling and any other costs that may be incurred.

61 PROJECT PARTICULAR SPECIFICATION

The following project particular specifications are applicable to the specified operations.

61.1 PPS1 Irrigation System

- Area to be irrigated – 12 hectares
- Type of irrigation system – Sprinkler irrigation system
- Used design system efficiency - 80%
- Available working days per week - 7days
- Available irrigation hours per day - 10hours
- Gross Application rate – 5mm/hour

61.2 PPS2 Pumps houses (Civils)

The proposed pump house is to be constructed using the following specifications:

- The new pump station to be maximum 15m²,
- Water to be abstracted from the river
- The new pump houses must be able to house two pumping system and the control panel.
- The walls are to be constructed using double layer clay bricks with louver ventilation.
- The new pump stations to be fitted with a transformer room steel door type CV with ventilation and Louver windows as shown in the pump house drawing.
- The new pump stations to be roofed with a 150mm reinforced concrete slab, using rib and concrete blocks, lintels and Ref 395 wire mesh.
- Pump house to be constructed according to NHBRC guidelines for buildings.

61.3 PPS3 Pumps (Mechanical)

Supply install and commission the new pumping system with all the necessary fittings

- Pumps shall have a discharge of between 60m³/hr and the head of 85m as per bill of quantities.
- Tenderer to provide the pump information such as (pump type, curve, impeller diameter etc.) for approval by the responsible Engineer prior to procurement

and delivery.

- The above units to be mounted together on a steel base plate fasten to the foundation using bolts and nuts.
- The associated pipe work with necessary fittings and valves. These to be primed and painted with two coats of Coupon 8048 or equivalent.
- Pressure gauges with complete associated fittings.
- The pumps to be self-priming.

61.4 PPS4 Pump motor and electrical (Electrical)

- The electric motors to be directly coupled to the pumps stated above.
- The electric motors (30kW, 2pole) to drive the pumps to be running with efficiency rating of minimum IP55 (IE2) or above. Tenderer to provide the motor information prior to procurement for approval by the responsible engineer.
- The motors are to be fitted with suitable control panels or switchgears with pressure sensors, no flow switches (dry run protection), overload, lightning and low voltage protection.

61.5 PPS 5 Air Valves (Double and triple purpose air valves)

- The double purpose air release and vacuum break valves shall be ARI type as specified or similar approved. Double purpose air valves shall be able to release appropriate volumes of air (for instance during the pumping process) and let appropriate volumes of air into the system when needed.

61.6 PPS6 Drawings

- The drawings issued to tenderers as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work.
- The work shall be executed in accordance with the latest available revision of the drawings approved for construction.
- At the commencement of the contract, the Engineer shall deliver to the Contractor copies of the construction drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings or revisions for construction purposes as may be necessary for the adequate construction, completion and defects correction of the work

62 GENERAL TECHNICAL SPECIFICATIONS

62.1 Applicable Standardized Specifications

Although not bound in or issued with this document, the following SANS 1200 Standardized Specification for Civil Engineering Construction as approved by the Council of the South African Bureau of Standards shall apply to this Contract. The Contractor shall be in possession of these Standardized Specifications and their related SANS 0120 Code of Practice that apply equally and shall keep a copy of each on site for reference by him and the Engineer for the duration of the Contract.

For "Workmen's Compensation Act" read "Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)" wherever it appears. For "Machinery and Occupational Safety Act" and "Mines and Works Act" read "Occupational Health and Safety Act, 1993 (Act 85 of 1993)" wherever they appear. In general, the Specifications published by the South African Bureau of Standards (SANS/SANS), series 1200 (Standardised Specifications for Civil Engineering Construction) shall apply. For "maintenance period" read "Defects Liability Period" in terms of Clause 53.1 of the General Conditions of Contract for Construction Works 2004, wherever it appears.

SANS 1200 Specifications applicable are:

SANS 1200 A	- 1986	:	General	
SANS 1200 C	- 1980 (19 May 1982)	:		Site Clearance
SANS 1200 DA	- 1988 (as amended 1990)	:		Earthworks (Small Works) SANS
1200 DB	- 1989	:	Earthworks (Pipe Trenches)	
SANS 1200 GA	- 1982	:	Concrete (Small Works)	
SANS 1200 GE	- 1984	:	Precast Concrete (Structural)	
SANS 1200 HA	- 1990	:	Structural Steelwork (Sundry Items)	
SANS 1200 LB	- 1983	:	Bedding (Pipes)	

Copies of SANS 1200 Standardized Specifications are available from the South African Bureau of Standards, Private Bag X191, Pretoria, 0001. In addition, the following Occupational Health and Safety Regulations (No 85 of 1993) are applicable: -

- General Safety Regulations
- Environmental regulations for workplaces
- Facilities regulations

62.2 Preliminaries and General

The contractor is to note that all insurances (UIF, workman's compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the contractor's responsibility and attention throughout the contract duration until handover of the project. Please also refer to general conditions of contract. The Department reserves the right to stop progress of the works until these conditions are complied with.

62.3 Earthworks and Site Preparations

Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. will still apply.

- Site preparations & establishment: SANS 1200 AA (4).
- Setting out of works: SANS 1200 AA (5.1.1)
- Permissible deviations: SANS 1200 GA (6.4) Degree of accuracy II for all bases.
- The site must be cleared and stripped of all plant materials, roots and topsoil.
- The cleared and stripped material is to be stockpiled away from the construction site and is to be levelled/replaced once all construction is complete.
- The site is to be levelled prior to any construction. This includes excavation of in situ material to provide the pit.
- Materials excavated and suitable for backfilling will be placed in even, thin layers and compacted with thickness applicable to the compaction method/machinery used but not exceeding 150mm.

63 ENVIRONMENTAL MANAGEMENT PLAN (EMP)

The Contractor must ensure that all Environmental Legislation requirements, terms and conditions and the Environmental Management Plan are allowed for in his tendered price, apart from full compliance with the Environmental Management Act.

64 HEALTH AND SAFETY

The work under this contract is defined as “Construction Work” and regulated under the Occupational Health and Safety Act, 1993 (latest amendment) and the Contractor shall adhere to all the legislative requirements as per Construction Regulations 2003. The Contractor shall provide for the cost of the health and safety measures in the Schedule of Quantities. The Contractor shall notify the Provincial Director in writing of the construction activities before work commences, if required.

The Site Representative shall be present on site during working hours and any orders or instructions, which the Engineer may give to the Site Representative, shall be deemed to have been given to the Contractor. The Contractor shall develop and demonstrate to the Employer a suitable and sufficiently documented Health and Safety plan based on the safety specification. The Contractor shall if called upon to do so, submit a preliminary Health and Safety Plan, failing to do so may lead to the disqualification of this tender.

64.1 Health and Safety Specification

- The Contractor shall appoint and notify the Engineer in writing, a competent Site Representative, with the duty of supervising the construction work.
- The Contractor shall appoint, and notify the Engineer in writing, a competent person to perform a risk assessment before construction work commences, during construction work and which shall form part of the Health and Safety Plan.
- The Contractor shall appoint and notify the Engineer in writing, a competent person responsible for the preparation of a fall protection plan, amending, maintaining and adherence thereto.
- The Contractor shall execute the necessary steps to prevent uncontrolled collapse of new or existing structures and no part shall be loaded in a manner that would render it unsafe.
- The Contractor shall appoint and notify the Engineer in writing, a competent person responsible that all formwork and support work structures are adequately designed, erected, supported, braced and maintained.
- The Contractor shall appoint and notify the Engineer in writing, a separate competent person with relevant experience for each of the operations whose first duty will be to, and who shall, supervise all stages in the operation. The operations are:
 - i) Excavation, blasting and trimming of the excavations, backfilling and formation of embankments.
 - ii) Supply of concrete aggregates and the batching, mixing, transporting, placing, compacting and curing of concrete.
 - iii) Loading, unloading, transport and installation of steel pipes including areas where pipejacking has occurred.
 - iv) Cutting and welding of steel pipes
 - v) Installation of valves, dirt boxes and water meters
- All scaffolding shall comply with the Occupations Health and Safety Act 1993 (latest amendment).

- The Contractor shall appoint and notify the Engineer in writing, a competent person responsible for suspended platform and that all erectors, operators and inspectors are competent to carry out their work.
- Every material hoist and its tower shall be constructed of sound material in accordance to the Construction Regulations 2003 (latest amendments).
- All explosive power tools shall comply to and be in accordance to Construction Regulations 2003 (latest amendment).
- Notwithstanding the provisions of the Driven Machinery Regulations (Government Notice No. R533, latest amendment), the Contractor shall ensure that work is carried out in a safe manner where tower cranes are used.
- The Contractor shall ensure that all construction vehicles and mobile plant are maintained, operated and used in a safe manner by competent operators.
- Notwithstanding the provision of the Electrical Installations Regulations (Government Notice R2920 latest amendment) and the Electrical Machinery Regulations, (Government Notice R1953 latest amendment), the Contractor shall take the necessary steps to provide a safe environment for construction work to proceed.
- Notwithstanding the provisions for the use and storage of flammable liquids as determined in the General Safety Regulations (Government Notice No. R1031, latest amendment), flammable liquids shall be stored in such a manner to prevent fires and explosions.
- The Contractor shall provide lifejackets for workers where construction work is done near or over water.
- Notwithstanding the provisions of the Environment Regulations for Workplaces (Government Notice No. R2281, latest amendment), implement and maintain suitable housekeeping.
- Notwithstanding the provisions for the stacking of articles in the General Safety Regulations (Government Notice R1031, latest amendment) the Contractor shall appoint a competent person in writing, responsible for supervising all stacking and storage on site.
- Subject to the provisions of the Environment regulations for Workplaces (Government Notice No. R2281, latest amendment), the Contractor shall take appropriate measures to avoid risk of fire.
- Notwithstanding the provisions of the Facilities Regulations (Government Notice No. R1593, latest amendment), the contractor shall provide clean and maintained facilities as required.
- The contractor shall take all reasonable steps to ensure co-operation between all sub- contractors to enable each sub-contractor to comply with provisions of the Act.

65 MATERIALS AND CONSTRUCTION

ALL MATERIALS MUST BE IN ACCORDANCE WITH THE FOLLOWING SANS AND ISOSTANDARDS.

65.1 PS7.1 Pipelines

- ALL STEEL FITTINGS TO BE GRADE 300WA STEEL, PN16, UNLESS OTHERWISE SPECIFIED.
- GROOVE ENDED STEEL PIPE : SANS 815-2
- STEEL PIPES : SANS1182
- UPVC AND MPVC : SANS 966:1 AND SANS966-2
- HDPE : SANS 4427
- SEAL RINGS : SANS 4633
- BENDS : SANS 966:PART1 & PART2
- UPVC pipes and fitting shall be fitted with spigot and rubber socket ring joints and shall comply with requirement of SANS 966.
- All materials must conform to SANS specifications for the products. This includes all items such as pipes, valves, flanges, accessories etc.
- Test pressure shall be performed as stipulated in SANS for test pressure.
- All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations.
- All concrete works to conform to Cement & Concrete Institute Standards and Recommendations.

65.2 Standard Concrete Mixes:

- Mixing, pouring and curing of concrete: SANS 1200 GA (5.4)
- Materials: SANS 1200 AA (3); SANS 1200 GA (3)
- Cement: Commencement 32,5N or R to SANS 50197-1
- Testing: SANS 1200 AA (7); SANS 1200 GA (7)
- Quality control through the slump test SANS 1200 GA (5.4.1.2) SANS method 862. The contractor is to supply the slump testing equipment.
- Tolerances to SANS 1200 GA (6.4)
- Formwork: Refer to SANS 1200 GA (4.4; 5.2)
- Reinforcing: SANS 1200 GA (5.1) Refer to standard concrete mix's specification

65.3 Flanges and Accessories

Flanges shall comply with the requirements of SANS 1123 latest edition. Flanges designed for rated working pressures of less than 1600kPa shall have flat flange faces and those for equal or greater working pressures raised flange faces.

It shall be the responsibility of the Contractor to ensure that the flanges on pumps, valves, fittings, specials and pipes, which shall be fitted together, are fully compatible. The flanges shall be drilled to the relevant table or to match existing flange drillings if applicable.

Before the machined surfaces have become affected by rust, they shall be coated with a mixture of white lead and tallow or other approved protective composition.

65.4 Flange Jointing Material

All flanged jointing material shall be approved by the Engineer before erection is commenced. Insertions for flat flange faces shall be of the full flange diameter encompassing the bolts. Insertion for raised flanges shall fit neatly inside the bolt rights.

All packing must be cut from rubber insertions (for pipe diameters 300 mm and smaller) with a nominal thickness of 3,2mm according to SANS 564-1973. The inside and outside diameters should be according to SANS 1123-1977. For pipe diameters, exceeding 300 mm Klingerrite gaskets should be used to the applicable specifications.

65.5 Bolts and Nuts

All nuts, bolts, studs and washers shall comply with SANS 135:1985 and shall be hot dipped galvanised according to ISO 1461. No bolts or studs of less than the size indicated on the drawings shall be used. The length of each bolt shall be such that after tightening between one thread and one diameter in length projects through the nut and at least one full thread in addition to the thread run-out remains clear between the nut and the unthreaded shank.

The threaded portion of bolts shall be clear of the shear plane. All nuts and studs shall be locked in position by lock-washers and where necessary, locknuts. High tensile bolts and nuts should be used to couple the flexible hoses to limit the rust-effect on these very important elements when the pump units have to be moved.

65.6 Gate Valves and Scour Valves

Resilient seal gate valves (RSV) shall be similar to VOSA configuration and shall comply with SANS 664 (latest amendment) with classes and flanged drillings as scheduled in the bill of quantities. Where plain-ended valves are required, the ends shall be suitable for the type of pipe specified. The valves shall be designed for drop tight closure over the full range of pressures from zero to maximum working pressure.

The valves shall be provided with a straight unobstructed body passage without pockets. The spindle seat shall consist of 2 nitrile rubber O-rings located in a corrosion resistant housing. A wiper ring shall also be provided. The gates shall be completely rubber covered. The gate guides shall be of the tongue and groove type. Spindles shall be manufactured on solid stainless steel and shall be of non-rising type. The body of the valve shall be coated to a minimum DFT of 250 microns.

Extension spindles and brackets shall be provided where detailed and hand-wheels shall be clearly marked with the direction of opening. All valves shall be clockwise opening/closing. Gearing shall be chosen to limit the total effort at the hand-wheel or valve key to 350 Newton's.

65.7 Butterfly Valves

All butterfly valves shall be similar to AMRI configuration and must be provided with a gearbox and hand-wheel mechanism unless otherwise detailed and it must be possible

to install the unit between flanges drilled according to SANS specifications. Valves are to have a stainless steel stem and are to incorporate a resilient disc seal mechanically retained around the periphery of the valve disc. Working pressure required is 1000kPa, or as detailed in the Schedule of Quantities and/or the drawings.

65.8 Non Return Valves

65.9 All wafer type non-return valves may have a cast iron body, but stainless steel plates having machined sealing faces, 316 stainless steel pin and springs, nitrile seat and Teflon or similar bearing washers.

65.10 Pressure Gauges

65.11 Pressure gauges shall comply with BS 1780 or equivalent for Industrial Gauges shall be calibrated in kilopascals and shall be not less than 100 mm diameter. Full-scale reading shall be between 1.5 and 2 times the maximum actual operating pressure except where otherwise specified.

65.12 All gauges shall be suitable for continuous operation and shall be liquid filled where fluctuations in pressure may cause damage. Where blockages of the gauge are possible, diaphragm seals with large bases and a facility for cleaning shall be provided. This shall apply in all cases where liquids bearing solids or sludge are handled.

65.13 Gauges shall not be mounted directly on equipment subject to variation. For dry locations indoors, the casing may be plastic or epoxy coated aluminium. For damp indoor locations, particularly in any location where sewage is flowing, and for all locations outdoors, the gauges shall be weatherproof and have AISI 316 stainless steel cases.

65.14 Isolating and bleed cocks shall be provided for each pressure gauge, except on installations for hazardous fluids.

65.15 Pumps and Motors

65.16 Guarantee

65.17 All pumps and motors must carry a guarantee of twelve months. The pump and motor must be capable of reaching the required pressure. The pump must be free of any defects pointed out by the engineer or client.

65.17.1 **General**

- Pumps to be provided shall include power rating, rotational speed/rpm and efficiency.
- Pumps shall be silent and vibration free during operation.
- No pump shall be started before installation of strainers.
- Pumps shall be provided with adequate protection over inlet and outlet flanges before being delivered to site. Protection covers shall be able to withstand normal

handling during construction.

- Pumps shall be suitable for the fluids and fluid temperature that they handle and shall be selected accordingly. See pump data forms in this regard.
- Manual vent valves shall be provided at high points on the pump casings. For applications with temperatures above boiling point, the vent must be piped to a safe drain point.
- Drain plugs shall be provided at low points on the pump casings.

65.17.2 **Couplings, Base Plate and Alignment**

- The power source and pump must be connected by means of a coupling which can transmit the full power supply of the power source, whether or not a spacer is used, or as specified in the Bill of Quantities. All couplings should be safeguarded to prevent to prevent injury to operators.
- Pumps shall be complete with flexible drive couplings to allow for angular and axial misalignment where applicable.
- The pump and power source must be mounted together on a base plate and the required tolerances:
 - Maximum permissible axial alignment error – 0.03mm
 - Maximum permissible radial alignment error – 0.05mm
- After installation and before commissioning the alignment must again be checked and adjusted with shims.
- Pumps shall be aligned by a representative of the pump supplier, but the contractor still remains solely responsible for the guarantee period.
- The tolerances of measurements of the base plate, as indicated by the tenderer in the tender document, must be approximately 2mm.
- Pump drives shall be suitably protected by a securely mounted sheet metal guard and comply with Machinery and Occupational Safety Act (Act 611983).
- Each flexibly coupled pump shall be provided with a cast iron or fabricated steel base plate of ample size to hold both pump and motor in correct alignment. The pump and motor shall be accurately aligned when running at normal temperature. Dowel pins shall be fitted to base plates after alignment.
- Couplings shall be selected to match at least the power of the electric motor and shall not impose any restriction on the normal expansion and tolerances.

65.17.3 Pump Installation

All pumps are to be installed in accordance with the Manufacturers specifications. The rate for installation and commissioning of pumps must include for all nuts, bolts, base plates or straps that are required for their fixing, according to the Manufacturers specifications.

65.17.4 Standard Specifications

The workmanship must be of the highest standard throughout and be done according to the most modern practices. All inferior work will be replaced or rectified, as soon as it is pointed out by the engineer, at the cost of the contract.

65.17.5 Inlet and Outlet Adapters

These form part of the selection of the tender with the necessary nuts, bolts and gaskets for coupling to the pump, and flanged to fit the large end of the steel piping. Suction reducers should be eccentric and conform to a length equals to $5(D1 - D2)$.

65.17.6 Safety Precautions

All necessary safety covers must be supplied to ensure total protection of the operator.

65.18 Electrical

All electrical work is to be carried out to the relevant SANS standards and in accordance with all regulations. Test and compliance certificates must be provided.

65.19 Commissioning

Should any defects in the equipment become apparent during commissioning or during maintenance accounting; it will be the suppliers' responsibility to replace such faulty equipment.

65.20 Operation and Maintenance Manuals

Sets of documents are to be provided that include the following:

- Operational manual
- Design data where applicable
- Pump and motor data forms and curves
- All technical data and information sheets for equipment and materials

65.21 Protection of Power Lines

Before any excavation is carried out within an electrical servitude or reserve the Contractor notifies the relevant authority that the work inside the servitude or reserve is to commence and the Contractor ascertains any regulations or conditions required by the authority for working in the vicinity of its services.

The use of cranes, excavating machinery and mechanical Equipment is restricted in the vicinity of an overhead power line. The Contractor allows for the work beneath a power line to be carried out manually and to proceed at a slower rate than that of the normal trench and that of the excavation, Blasting and backfilling is in accordance with the regulations prescribed by the authority and subject to the continuous supervision of an official of the authority.

The Contractor takes special care when excavating the trench not to damage the underground cables associated with each power line or disturbs the stability of any tower or pole supporting the power line. The Contractor is responsible for the protection of the cables, towers and poles and liable for any claim for damage arising from his operations.

65.22 Risk Management

The Contractor ensures that his risks are managed to enable the successful execution of the project. The Contractor's risk that occurs or develops during construction is brought to the Employer's attention in writing immediately. A risk register must be kept for the duration of the project.

A general risk analysis is performed prior to starting with the construction work, which must form part of the Safety Plan. All work will be carried out in conformance to the Occupational Health and Safety Act, 1993 (latest amendment) and the Contractor shall adhere to all the legislative requirements as per Construction Regulations 2003.

The Contractor shall be responsible for the provision of the following deliverables and work, which in turn must comply fully with the supplied drawings, schedule of quantities, the Engineers applicable specifications, and in particular the specification supplied as part of the Tender:

66.1 PHASE 1: COMPILATION AND SUBMISSION OF PRELIMINARY DOCUMENTATION

- **Detailed Project Programme:** Provide the Engineer with a detailed project programme within 14 (fourteen) days of signing of the Contract.
- **Declaration of Insurance:** Submit to the Engineer the completed Schedule: Declaration of Insurances, together with copies of the insurance policies concerned within 14 (fourteen) days of signing of the Contract.
- **Surety:** Provide to the Engineer a surety, issued on an official letterhead of a bank or insurance company having an office in the Republic of South Africa, within 14 (fourteen) days of the signing of the Contract.
- **Appointment of OHS Site Representative:** Submit to the Engineer a copy of the appointment and acceptance document; of the full-time employee that shall be the Contractor's Site Representative in terms of the OHS act requirements within 14 (fourteen) days of the signing of the Contract.
- **Health and Safety Plan:** Compile a Health and Safety Plan in compliance with the OHS ACT and construction regulations, 2003. This document shall be submitted to the Employers Site OHS Officer for approval, within 14 (fourteen) days of the signing of the Contract. A copy of the approved document shall be submitted to the Engineer.
- **Risk Assessment Plan:** Submit to the Engineer a comprehensive risk assessment plan, within 14 (fourteen) days of the signing of the Contract.
- **Quality Assurance Plan:** Submit to the Engineer a comprehensive proposal for a quality assurance plan (in accordance with the requirements of SANS — ISO 9001), within 21 (twenty one) days of the signing of the Contract.
- **Team Members Document:** Submit to the Engineer a team member list, within 14 (fourteen) days of the signing of the Contract, which has at minimum the following information:
 - Team member's name.
 - Team member's ID numbers and copies of ID documents.
 - Team member's job description.
 - Team member's qualifications, certifications and experience.
 - Team members contact details.
- **Site Induction:** The Contractor must ensure that all his site construction management and supervision team, including the labour force and plant operators have undergone a medical assessment in accordance with the OHS Act with

respect to their roles on site. These medical assessments must be submitted to the Engineer and or the the Employer's safety officer for his acceptance prior to any body mobilizing or starting work on site.

- **Site Access Certificate:** Following approval of the Health and Safety Plan submitted to the Employer Site OHS Officer, obtain a Site Access Certificate from the Site Executive Manager

66.2 PHASE 2 – SITE ESTABLISHMENT AND BUILDING CONSTRUCTION

- Establish on site as per arrangement between the landowner and the contractor in writing. The agreed site shall be marked on a Map or else co-ordinates provided to the Engineer.

66.3 PHASE 3 – PROCUREMENT, PREPARATION, TESTING AND DELIVERY PHASE

- Procurement of all equipment needed including, but not limited to valves, and all piping and fittings.
- The preparation of Inspection and Factory Acceptance Testing of the pipe work and fittings, in conjunction with the Engineers personnel at the place of manufacture.
- Preparations for and delivery of all equipment to site as per specifications. All equipment delivered to site shall be safely stored by and shall be the responsibility of the Contractor Preparations for and delivery of the approved spares and tools to stores or workshops.

66.4 PHASE 4: INSTALLATION AND COMMISSIONING PHASE

Excavate a 2800m long, and an average 0.45m wide and 1.2m deep, trench.

- Supply and install all bends, sluice valves, and scour valves, air valves with vacuum break valves, reflux valves, butterfly valves, and pipe work connections at the start, the end and at the pumping station along the pipeline
- Backfill the trench with fill and dispose of surplus material and reinstate the topsoil and surface area.
- Construct and/or install cluster valves and all associated steel work required within the clusters.
- Pressure tests the completed pipeline (witnessed by the Engineers Representative) as required by the OHS Act and regulations. All compliance certificates must be provided to the Employer.
- Obtain a Construction Acceptance Certificate from the Engineer after completion of the construction, Installation and preliminary commissioning work.
- Successfully commission and put the complete pipeline in to operation in conjunction with the Engineers staff.

66.5 PHASE 5: PROVING PERIOD AND PERFORMANCE TESTING PHASE

- Monitor, maintain and correct any defects on the pipeline during a Proving Period for the duration specified in this tender document.
- Provide training for Operation and Maintenance personnel, at dates and times that suit the Employer so that all appropriate staff are trained.
- Successfully conduct performance testing of the pipeline. This testing must be undertaken in conjunction with the Engineers staff.

66.6 PHASE 6: HANDOVER (INCLUDES COMPLETION AND SUBMISSION OF FINAL DOCUMENTATION)

- Update to as-built status, and submit to the Engineer (for approval), all drawings and required documentation.
- Obtain Completion Certificate from the Engineer after the entire pipeline has been finally handed over to the Employer (this is subject to the applicable conditions for signing of the Handover Certificate).
- Correct any defects that arise on the pipeline during the specified Defects Liability Period.
- Obtain the Final Certificate from the Engineer after successfully completing the Defects Liability Period (this is subject to the applicable conditions for signing of the Final Handover Certificate).

67 TECHNICAL SPECIFICATIONS

67.1 TS1. EARTH WORKS, PIPE LAYING, AND ASSOCIATED CIVIL WORKS FOR THE CONSTRUCTION OF STEEL PIPELINES AND FITTINGS

GENERAL REQUIREMENTS

Under this Section of the contract the Contractor shall:

- (i) Identify and check the conditions of the steel pipes stored at the Steel pipe Manufacturer. Any pipes that are defective are to be reported to the Engineer. Agreement is to be reached as to how these defective pipes are to be repaired and the price of the repair.
- (ii) Arrange for the loading, transport and unloading of pipe from the same address as mentioned in (i) above to alongside the trench for the pipeline.
- (iii) Supply, transport and unload of pipe specials, valves and applicable instrumentation to alongside the trench for the pipeline and temporary lay-down area.
- (iv) Identify, establish and prepare to the satisfaction of the Engineer, temporary lay-down areas for the pipes currently being delivered. These lay-down areas do not include the working strip next to the pipeline route.
- (v) Arrange for the unloading of pipes from the trucks, currently being delivered to prepared lay-down areas along the pipe trench from the supplier's vehicles.
- (vi) Identify and check the conditions of the steel pipes as they are delivered to site from the manufacturers. Any pipes that are defective are to be reported to the Engineer and arrangements made with the Pipe Manufacturer for its repair.

- (vii) Arrange for the loading, transport and unloading of pipe, pipe specials, valves and applicable instrumentation from lay-down area to alongside the trench for the pipeline.
- (viii) Install the pipes in the trenches and make the necessary joints including the flanged joints at isolating valves.
- (ix) Fabricate bends and install and form horizontal and vertical sets where shown on the drawings using steel pipe supplied by contractors source approved by The Engineer. This includes the fabrication of bends that are over 15°. The Contractor will check these manufactured bends and install them according to the drawings.
- (x) The Contractor shall supply the special steel pipe sections scheduled. This will include:
 - Tees for air-valves and flanges.
 - Reducers for the valve chambers and flanges
 - Tees for the cross connections.
 - Tee for a future off-take.

Install the special pipe sections.

- (xi) Provide equipment and material and carry out radiographic examination of welded joints.
- (xii) Install all isolating, by-pass scour and air valves.
- (xiii) Make good the external bitumen fibre wrapping or polyurethane coating, internal epoxylining at joints and clean out the pipeline.
- (xiv) Rectify defects in the pipeline during construction and for a period of 12 months after the final date of the acceptance of the contract.

67.2 TS 2 LOADING, TRANSPORTING AND UNLOADING OF PIPES

- The steel pipe manufacturer could deliver pipes to a temporary storage yard at the construction site prior to the laying contractor being appointed. These pipes would have been checked, unloaded and stored by the Employer. The Contractor shall check these pipes to ensure that they are in acceptable condition. Should any faults be found these are to be reported to the Engineer who will determine the remedial action required. Two weeks after the award of this contract the steel pipe manufacturer shall start to arrange for future pipe deliveries to be transported from the manufacturing plant to the temporary lay-down areas prepared by the Contractor along the route of the pipeline, or at specific areas or stringed along the working strip – which is applicable.
- The Contractor shall examine visually and by means of the appropriate detectors, on arrival of the pipes prior to off-loading, the external coating and internal lining of all pipes in the presence of a The Engineer representative. Any defects must be recorded and shall be repaired by the pipe supplier.
- The Contractor shall unload the pipes from the supplier’s trucks and lay them down in the temporary indicated lay-down area and/or certain positions along the route of the

pipeline on sand bags.

- The Contractor shall load the pipes from the lay-down area, move them to the excavated trench and string them along the trench until required.
- The pipes at all stages, shall be protected against damage, and shall be lifted by means of approved broad-band slings and spreader beams.
- The use of chains, wire ropes, etc., will not be permitted and the pipes shall be supported on pipe storage mounds provided by the Contractor while in the storage areas or when placed alongside the trench. (Sawdust filled bags shall not be used).

67.3 TS 3 HANDLING OF PIPES

- The Tenderer shall state in Schedule II the plant he proposes to use for unloading, bracing and placing the pipes in the trench. All plant shall be subject to the approval of the Engineer. The plant and bracing shall be designed so as not to damage the pipes, the lining and sheeting or disturb existing pipelines.
- Before placing the pipes in the trench the measures taken to ensure the safety of the operations, the material and compaction of the trench floor and the finished line and grade of the pipe bed shall be carefully checked between survey pegs by the Contractor. The Contractor shall check the joint holes for each pipe length and permission to lay obtained from the Engineer's Representative. The pipes shall then be placed in the trench, installed and jointed in accordance with the specification.
- The Contractor shall keep the pipe trench and excavations free from water at all times during the pipe laying operations.

67.4 TS4 INSTALLING STEEL PIPES

67.4.1 Preparation

TS10.4.1.1 Before a pipe of special pipe section is placed in the trench the internal and external protective coatings shall be examined visually and by means of a Holiday detector of the correct type and rating for the particular coating system. No pipe shall be laid without the permission of the Engineer's Representative. The Tenderer shall state in Schedule II details of the equipment that will be provided to carry out Holiday detection on the site.

TS10.4.1.2 Any manufacturing defects located in the coatings shall be reported immediately to the Engineer who will make arrangements for the repair of the defects.

TS10.4.1.3 Any damage to the sheathing caused during unloading or while the pipes are stored on the site. The Contractor shall make the site good.

TS10.4.1.4 When making joints or doing any other work inside the pipe, every care shall be taken to avoid damage to protective coatings. Rubber matting shall protect the invert surfaces of the pipe or by timber duck-boards at least 400mm wide and the coatings shall be protected during welding from weld spatter, hot slag, etc. using rubber matting.

67.4.2 Cleaning of Joints

Cleaning of Joints just prior to the installation of any section of pipe, all foreign matter of every nature and all protective material shall be removed from the surfaces that are to be in contact at joints, so as to leave thoroughly clean surfaces for metal-to-metal contact in the field joints.

67.4.3 Laying Pipe

TS10.4.3.1 Each pipe shall be accurately laid on the prepared bed to the required line and grade. In placing pipe in the trench, the pipe shall be held by an approved sling, at least 0.4m wide, and the pipe shall not be dragged on the bottom of the trench but shall be supported by the sling while being fitted to the adjacent pipe section.

TS10.4.3.2 After each pipe has been set into position it shall be attached to the adjoining pipe by means of an arc-welded joint. The use of dogs, clips, lugs or equivalent devices welded to the pipe for the purpose of forcing it into position will not be permitted.

TS10.4.3.3 The Contractor shall remove any dents, which appear in the wall of the pipe, after the cause or the object causing the dent has been located and removed. The cost of removing the dent and making good the lining, wrapping and backfilling shall be borne by the Contractor.

TS10.4.3.4 Any damage to the pipe during or after laying shall be made good and for this purpose the Inspector may require the pipe or section thereof to be removed from the trench and replaced with pipe which is free from defects.

67.4.4 Completing coatings at joints

As soon as the field joints have been welded the coating at such field joints shall be completed in accordance with the following procedures:

67.4.5 External coating

(A) Bitumen Fibre Wrapping (when applicable)

After welding and the necessary examination have been carried out, the surface of the pipe to be made good shall be wire brushed, using mechanically operated tools, to remove loose rust and slag from the weld. The surface roughness shall be minimum 50 µm. The cleaned area has to be primed using an approved The Engineer primer which has to be spray or brush applied.

Application of Bitumen Fibre Wrapping Field Joint membrane can be performed by either manual or semi-automatic application techniques. The membrane has to be pressed firmly against the pipeline steel until whilst being heated by a propane torch. The membrane is progressively unrolled around the pipeline circumference, keeping a thin bead of molten adhesive between the steel and membrane. This technique ensures that all air is expelled.

(B) Polyurethane (when applicable)

Polyurethane used for field joint welds shall be type 1C solvent-free chemically cured rigid polyurethane material that complies with the requirements of the draft South African Standard 1217 ED2 Guidelines for internal and external organic coating protection for buried steel pipelines.

Application of the coating at field joint welds shall be carried out in accordance with manufacturer's specification for the relevant product used.

TS10.4.4.2 Internal coating (Epoxy Lining) (when applicable)

Abrasive Strip blast to SA 3 a strip when that includes all the unpainted section and overlaps the epoxy coated section by 50mm. This section is to have a minimum surface profile of 60 to 85 microns. Check surface cleanliness to SANS769 — 0.2% Dust and Debris max.

Apply 2 to 3 coats Sigma guard CSF or similar product that has been approved by the Engineer by brush or roller to achieve a min DFT of 400 microns.

67.5 SUPPLY OF VALVES

All the valves required for the pipeline will be supplied by the Contractor. The Contractor shall take delivery of these valves and install them in accordance with Drawings.

The valves will be supplied complete with bolts, nuts and washers needed to install them in the pipeline. Rubber insertion or other gaskets approved by the Engineer shall be supplied by

the Contractor.

No loose flanges will be supplied with the air valves since each of these items will be installed on flanges of the branches. Each air valve will be supplied bolted to an isolating valve.

The Contractor shall be liable for any damage caused to the valves or plug cocks while he is loading, transporting or installing these valves or plug cocks.

The Contractor shall notify the Engineer of any such damage immediately it has occurred and the Engineer will arrange for the damage to be repaired or the valve or plug cock to be replaced and the cost of such repairs or replacement will be deducted from the monies due to the Contractor.

67.6 INSTALLATION OF VALVES

Each valve shall be installed in the pipeline in accordance with the drawings as listed in the drawings list.

67.7 ISOLATING VALVES

One welding flange shall be welded to the downstream taper piece, which shall be laid at the chainage at which the valve is to be installed. The valve shall then be installed in its correct position on timber packing pieces on the reinforced concrete floor slab and bolted to the taper flange, using a 3mm thick rubber insertion gasket between the flanges.

The second welding flange, upstream taper-piece and the next pipe shall then be welded and laid in its correct line and level, and after fitting a 3mm thick rubber insertion or other gasket approved by the Engineer, the whole assembly shall be bolted to the upstream flange of the isolating valve.

67.8 SCOUR VALVE AND BY-PASS VALVE

Each valve shall be installed on its flanged branch with the bolts after fitting a 3mm thick rubber insertion or other approved gasket between the flanges.

67.9 GENERAL

67.9.1 Flanges shall be set up and installed in the pipeline with the meeting faces plumb or level according to their position in the pipeline and with the boltholes off centre.

67.9.2 A 3mm rubber insertion gasket or asbestos free clinkerrite gasket shall be supplied and fitted by the Contractor between each pair of joint flanges.

67.9.3 Flange bolts shall be taken up evenly all round in sequence and then shall be set using spanner approved by the Engineer. After 24 hours, the bolts shall be reset to assure that they are tight.

67.10 CLEANING

67.10.1 The interior of the pipes shall be swept clean at the start of each working shift and more frequently if required by the Engineer. Particular care is to be taken to prevent the tramping in of sand grains. No equipment other than pipe jacks, welding

conductors, cutting torches and equipment for making good internal joints shall be taken inside the pipe without the Engineer's permission.

67.10.2 After working hours ingress to the pipeline shall be prevented by the fitting of approved end plates.

67.11 CHARGING OF PIPELINE

On completion of the pipeline, The Engineer will arrange to fill it with water for testing in accordance with TS10.13. Pipes laid under streams shall be encased in concrete. Thereafter backfilling shall be completed and the stream restored.

67.12 MAINTENANCE

The Contractor shall be responsible for all defects in the pipeline during the construction and maintenance periods and shall immediately make good any defects that arise.

67.13 ACCEPTANCE TEST OF COMPLETED SECTION OF PIPELINE

On completion of the laying of the specific sections of the pipeline and associated structures, the Contractor shall, where necessary, supply temporary pressure testing domes, install and weld the domes on the end of the pipeline, make the necessary preparations, provide the testing equipment and carry out water tightness and structural strength tests of the pipeline system. The length of each section to be individually tested will be defined by the Engineer. After filling the section to be tested the section shall be allowed to stand for a minimum of 24 hours. The Contractor shall then place the pipeline under a test pressure corresponding to the relevant design head for that section of the pipeline determined by interpolation from the design elevations from the mean seal level as indicated on the general long section and on the hydraulic long section.

Water shall be fed into the system through a calibrated meter and the pressure in the system measured by a calibrated gauge. The Contractor shall provide the necessary pumping system, connection, meter gauges and labour. Each test shall continue for at least three days. Any decrease in pressure shall be made up every hour and the quantity of makeup water measured. The pipeline will not be considered satisfactory until the average leakage is less than 0.01 litres/mm diameter/kilometre/24 hours/30m head.

Any visible leak in the pipeline shall be made good by the Contractor. If any valve leaks it will be made tight by the supplier of the valve.

If the average leakage per 24 hours from each individually tested section of the pipeline is greater than that specified, the Contractor shall take immediate steps to reduce the leakage and shall at his own expense do any excavating necessary to locate the repair leaks or other defects which may develop under test, including removal of backfill already placed, shall make all repairs necessary to secure the necessary water tightness, shall replace such excavated materials, after which the test shall be repeated until the pipe under test is found satisfactory.

ANNEXURE A | SCHEDULE OF QUANTITIES

SCHEDULE OF QUANTITIES PHESHEYA FARM						
ITEM NO	REF	DESCRIPTION	UNIT	QTY	Rate	Amount
1	SABS 1200 AA	SECTION 1: PRELIMINARY & GENERAL				
1.1		Fixed Charge				
1.1.1	8.3.1	Contractual requirements and general (insurance, sureties etc.)	Sum	1		
1.1.2	8.3.2.2	Facilities required by Contractor	Sum	1		
1.1.3	8.3.3	Complying with Health and Safety Act	Sum	1		
1.1.4	8.3.4	Removal of site establishment on completion	Sum	1		
1.1.5		Setting out site as per co-ordinates and developing as build drawings	Prov Sum	1	R 40 000.00	R 40 000.00
1.1.5.1		Mark up % on item 1.1.5	%			
1.1.6		Compilation of Health and Safety Specification	Prov Sum	1	R 40 000.00	R 40 000.00
1.1.6.1		Mark-up on item 1.1.6	%			
1.1.7		Soil irrigability test	Prov Sum	1	R 45 000.00	R 45 000.00
1.1.7.1		Mark-up on item 1.1.6	%			
1.2		Time Related Charges				
1.2.1	8.4.1	Contractual requirement	Sum	1		
1.2.2	8.4.2	Facilities for Contractor				
1.2.2.1		a) Offices and storage sheds	Sum	1		
1.2.2.2		d) Living accommodation	Sum	1		
1.2.2.3		e) Ablution and latrine facilities at construction site	Sum	1		
1.2.2.4		g) Water supplies electric power and communication	Sum	1		
1.2.3	8.4.3	Complying with Health and Safety Act	Sum	1		
		Site supervision	Sum	1		
TOTAL SECTION 1 CARRIED TO SUMMARY						
SECTION 2: DAYWORK (PROVISIONAL)						
ITEM NO	REF	DESCRIPTION	UNIT	QTY	Rate	Amount
2.1		Section 2.1: Labour				
2.1.1		Skilled	day	1		Rate Only
2.1.2		Semi-skilled	day	1		Rate Only
2.1.3		Unskilled	day	1		Rate Only
2.2		Section 2.2: Plant				
2.2.1		4 x 4 TLB or similar				
		Type.....				
		KW (to be filled in by tenderer)	hour	1		Rate only
2.2.2		Excavator:				
		Type.....				
		KW (to be filled in by tenderer)	hour	1		Rate only
2.2.3		Tipper truck 6m ³ :				
		Type (to be filled in by tenderer)	hour	1		Rate only
TOTAL SECTION 2 CARRIED TO SUMMARY						

SECTION 3: IRRIGATION SYSTEM						
ITEM NO	REF	DESCRIPTION	UNIT	QTY	Rate	Amount
3.1	SABS 1200DB	Excavation				
3.1.1		Excavate in soft & intermediate materials for trench, backfill & compact, incl. site clearance, dispose surplus/unsuitable material, for pipes up to 200mm dia. for depth: Over 0,0m and up to 1,0m	m	2800		
3.1.2		Extra-over item B1.1 for excavation in				
3.1.2.1		Hard rock material breakable by hand tools (Provisional)	m ³	1		Rate only
3.1.2.2		Hard rock material requiring blasting (Provisional)	m ³	1		Rate only
3.1.3		Removal of boulders				
3.1.3.1		Removal of boulders in excess of 0,15m ³ volume each (Provisional)	m ³	1		Rate only
3.1.4	8.3.2	Backfilling and compaction to trenches by hand or machine above bedding selected fill blanket to 90% MOD AASHTO density with material available from trench or borrow area within 0.5km free haul distance.	m ³	1008		
3.2	SABS 1200LB	Provision of Bedding and Selected Fill				
3.2.1		Available from trench within 1 km				
3.2.1.1		Selected granular material	m ³	10.00		Rate only
3.2.1.2		Selected fill material	m ³	10.00		Rate only
3.3		Thrust Blocks				
3.3.1		Supply and place concrete for thrust blocks, and anchor platform for the trailer	m ³	3.0		
3.4	SABS 1200L	PIPES (for block 1 - 10)				
		Supply, handle, lay in bedding, joint with spigot and socket joints and test to SABS standards. uPVC pipes to SABS 966 part 1 in 6m lengths with integral rubber ring joints. HDPE pipes to SANS4427				
3.4.1		uPVC mainline				
3.4.1.1		140mm class 9	No.	10		
3.4.1.2		110mm class 9	No.	25		
3.4.1.3		90mm class 6	No.	55		
3.4.1.4		75mm class 6	No.	25		
3.4.2		Laterals HDPE				
3.4.2.1		75mm PE100 Class 6 100m	No.	6		
3.4.2.2		50mm PE100 Class 6, 100m	No.	11		
3.4.2.3		40mm PE100 Class 6, 100m	No.	5		
3.5	SABS 1200L	PIPE FITTINGS AND CONNECTIONS				
3.5.1		Supply, delivery and install all pipe fittings				
3.5.1.1		140mm x 110mm Reducing tee uPVC	No.	1		
3.5.1.2		140mm x 90mm Reducer uPVC	No.	1		
3.5.1.3		110mm x 90mm Reducer uPVC	No.	1		
3.5.1.4		90mm x 75mm Reducer uPVC	No.	2		
3.5.1.5		75mm x 50mm Reducer uPVC	No.	2		
3.5.1.6		110mm x 45° bend uPVC	No.	1		
3.5.1.7		90mm x 90° bend uPVC	No.	1		
3.5.1.8		50mm x 500mm B.S.P male adaptor	No.	2		
3.5.1.9		75mm x 50mm Reducing coupling compr fitting	No.	4		
3.5.1.10		50mm x 40mm Reducing coupling compr fitting	No.	8		
3.5.1.11		75mm x 50mm female elbow compr fitting	No.	4		
3.5.1.12		50mm x 50mm female elbow compr fitting	No.	9		
3.5.2		End caps				
3.5.2.1		50mm uPVC	No.	2		
3.5.2.2		50mm compression fitting end cap	No.	5		
3.5.2.3		40mm compression fitting end cap	No.	8		
3.5.3		Reinforced clamp saddle				
3.5.3.1		110mm x 50mm BSP saddle	No.	1		
3.5.3.2		90mm x 50mm BSP saddle	No.	1		
3.5.3.3		75mm x 50mm BSP saddle	No.	3		
3.5.3.4		75mm x 25mm BSP saddle	No.	50		
3.5.3.5		50mm x 25mm BSP saddle	No.	90		
3.5.3.6		40mm x 25mm BSP saddle	No.	40		
3.5.4		Cluster valves block 1-13				
3.5.4.1		50mm x 1200mm Standpipe galvanised	No.	25		
3.5.4.2		50mm x 90°elbow (f x f) steel galvanized	No.	16		
3.5.4.3		50mm barrel nipple galvanised	No.	50		
3.5.4.4		50mm brass gate valve full bore	No.	13		
3.5.4.5		50mm threaded inline Pressure regulating valves Gulf or similar product (valve can be a Nylon valve) (including Pilot Valve)	No.	6		
3.5.4.6		50mm Equal Tee galvanised	No.	5		
3.5.4.7		50mm ball valve full bore	No.	5		
3.5.4.8		50mm double purpose air valve similar or similar to ARI Barak	No.	5		
3.5.4.9		50mm Equal cross galvanized	No.	2		
CARRY FORWARD						

BROUGHT FORWARD						
3.5		SPRINKLER AND CONNECTIONS				
3.5.1		Supply, deliver and install sprinkler unit, on laterals including clamps etc. Backfill test and flush lateral lines.				
3.5.1.1		VYRSA36 Sprinkler, (Q=1290l/s 3.16bar with 4.4mm nozzle)	No.	60		
3.5.1.2		600mm dragline stands	No.	60		
3.5.1.3		20mm x 100m dragline hose with a lifespan of 10 years (min)	No.	10		
3.5.1.4		14-27mm full stainless steel clamp	No.	340		
3.5.1.5		20mm Short Nylon Riser pipelets double latch	No.	170		
3.5.1.6		25mm nylomatics with spring	No.	170		
3.5.1.7		25mm x 1000mm screw in riser pipe (m x m) (poly)	No.	170		
SUB-TOTAL SECTION 3 CARRIED TO SUMMARY						
SECTION 4: PUMP STATION						
ITEM NO	REF	DESCRIPTION	UNIT	QTY	Rate	Amount
4.1	PPS1	Pump Station Civils				
4.1.1		Supply, delivery and offload pump house construction material. The pumps station to be constructed as per the attached drawings using double layer clay bricks wall. The pumps station to be roofed with concrete slab of min 150mm thickness, constructed using rib and block, and ref 395 mesh with 30Mpa as the topping. Floor to be 100mm thick with reinforcing mesh Ref 395, with anchor blocks. The pump house door to be transformer door type BV(914mmx2134mm) with 1000mm x 1200mm louvre windows on two side. The pump station to be approximately 15m ² . Pump station to be equipped with 4.5m Steel beam 100mmx210mm, geared 2ton beam crawler with minimum 1 ton chain block,	Sum	1		
4.2	PPS1	Pump station Mechanical				
4.2.1		Supply, delivery by road, install and commission a SABS approved Eternom 65-50-250(251) pump with capacity of Q = 60m ³ /hr, H = 85m . Pump to be directly coupled to the motor using suitable coupler.	No.	2		
4.3	PPS3	Pump Station Electrical				
4.3.1		Supply, install and commissioning a SABS approved electric motor to drive the pump mentioned in 4.2.1 above. Electric motor to be rated IP55, high efficiency, 2pole, with power output of 30kW.	No.	2		
4.3.2		Design, test, delivery, erect and commission a motor control centre suitable to control the pump motor in 4.3.1. Rate to include for cabling (30m) - (line from the Eskom transformer to the motor control) and installation of pressure sensors, no flow switches. Rate should also include cable line trench excavation, bedding and backfilling. (Rate to include equipping, the switchgear (overload, lightning, low voltage protection).	No.	2		
4.3.3		Design, supply, deliver, install and connect the supply cable from Eskom Transformer to the motor control centre.	Sum	1		
		A Distribution board to be installed in the main MCC for small domestic power and shall have an isolator ; 30mA earth leakage, 15A unit for plugs, 2 x 10A circuit breaker for lights and manual override for the daylight sensor to operate the external lighting. Rate to include for the installation of suitable internal and external lighting complete with cabling and switches.	Sum	1		
4.1	PPS3	Pump Station Fittings (Suction and Delivery)				
4.1.1		Supply, delivery and install the pump station pipe works for the suction and delivery. Steel pipes to be fully galvanized				
4.1.1		150mm x 2000mm galvanized spool pipe flanged	No.	1		
4.1.2		150mm x 90° Galvanized elbow long radius flanged	No.	2		
4.1.3		150mm x 65mm Eccentric reducer galvanized flanged	No.	1		
4.1.4		150mm x 50mm Concentric reducer galvanized flanged	No.	2		
4.1.5		150mm x 1500mm Flanged spool pipe with pressure measuring point	No.	1		
4.1.6		150mm x flanged equal tee	No.	1		
4.1.7		150mm x 140mm Flange adaptor for uPVC	No.	1		
4.1.8		120mm x 450mm x 140mm Steel base plate	No.	2		
4.1.9		Coupling HRC 110 HF	No.	2		
4.1.10		150mm non-return valve	No.	2		
4.1.11		150mm Butterfly valve with gearbox	No.	2		
4.1.12		Accessories and consumables (Self and manual priming points, bolts, nuts, washers, pressure gauges rubber seals etc.)	Sum	1		
4.1.13		150mm x 3000mm Reinforce flexi hose	No.	2		
4.1.14		150mm x 6m quick coupling pipe bauer type	No.	3		
4.1.15		150mm FLOMAX type galvanized strainer	No.	2		
4.1.16		150 x 200mm quick coupling flanged adaptor	No.	1		
4.1.17		150mm x 45° quick coupling bend bauer	No.	2		
SUB-TOTAL SECTION 4 CARRIED TO SUMMARY						

ITEM NO		DESCRIPTION	AMOUNT
1		SECTION 1: PRELIMINARY & GENERAL	
2		SECTION 2: DAYWORK (PROVISIONAL)	
3		SECTION 3: IRRIGATION SYSTEM	
4		SECTION 4: PUMP STATION	
		SUB-TOTAL 1	
		ADD 10% TO SUB-TOTAL 1 (ANCILLARIES)	
		SUB-TOTAL 2 (EXCLUDING VAT)	
		ADD 15% TO SUB-TOTAL 2 (VAT)	
		TOTAL (INCLUDING VAT) CARRY TO FORM OF OFFER	

ANNEXURE C: CONTRACTOR’S HEALTH AND SAFETY DECLARATION

Contractors Health and Safety Declaration

In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Department is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014. To that effect a person duly authorised by the bidder must complete and sign the declaration hereafter in detail.

Declaration by Bidder

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Department's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.

(Tables to be completed by bidder)

TABLE 1: COST OF SAFETY PERSONNEL

PERSONNEL	COSTS AS ALLOWED IN BID	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health & Safety Representatives		
Health and Safety Committee		

TABLE 2: COST OF SAFETY EQUIPMENT

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN BID
Hard hats		
Safety boots		
Safety Clothes		
Add items as per risk assessment:		

TABLE 3: ADDITIONAL OHS COST ITEMS

COST ITEM	COST ALLOWED FOR IN BID
Carrying out and documenting risk assessments of all work to be carried out under the contract.	
Preparation of safe work procedures.	
Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.	
Preparation of a Project H&S File to include all requirements of Annexure C.	
Regular updating of all of the 4 above items	
Provision of medical certificates of employees	
The completion and checking of the safety file upon completion of the works and handing it over to the Department	

4. I hereby undertake, if my bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Department.
5. I confirm that copies of my company's approved Health and Safety Plan, the Department's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Department's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that, I will be liable for any penalties that may be applied by the Department in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Department will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my bid will be prejudiced and may be rejected at the discretion of the Department.

SIGNATURE OF BIDDER:.....

DATE:.....

(of person authorised to sign on behalf of the Bidder)

PART D: BID DISQUALIFYING FACTORS

1. All bids received shall be evaluated on the following phases of evaluation:

- (i) Stage one : Administrative Compliance
- (ii) Stage two : Functionality Criteria
- (iii) Stage three : Price and Specific Goals

2. Compulsory administrative compliance:

- a. Bids must meet the Special Terms and Conditions in all aspects as stipulated in the bid document.
- b. Annexure E (Bidders past experience) must be completed and signed by the bidder.
- c. All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
- d. Use of correction fluid is prohibited.
- e. Any alterations must be initialed.
- f. Under no circumstances may bid forms be retyped or redrafted.
- g. Central Suppliers Database registration number.
- h. Minimum level **CIDB (3CE/SH) grading**

3. Compulsory Documents, must be submitted with a bid:

- a. An original or certified copy Resolution document by the board of directors/ certified copy of the Resolution document, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, where applicable, as per SBD 11.
- b. A certified copy of a valid BBBEE certificate or valid sworn affidavit (To prove ownership goal)

4. Functionality

- a. Relevant Experience
- b. Financial Capacity
- c. Equipment /Plant
- d. Implementation Plan
- e. Locality

5. Functionality Evaluation Criteria

- a. The bid documents will be evaluated individually on score sheets, by a Representative evaluation panel, according to the below mentioned evaluation criteria.
- b. All service providers who score less than minimum functionality score of 80 points will not be considered for award

TABLE 1: Evaluation Functionality

NO	EVALUATION MATRIX	DESCRIPTION	POINTS	MEANS OF VERIFICATION
1.	Experience	<p>Bidders Experience in the installation of irrigation system or reinforced concrete works</p> <p>A maximum of six (6) reference Each completion certificate will be allocated 5 points to maximum of 30 points.</p>	30	<p>Proof of Purchase order or Appointment letter.</p> <p style="text-align: center;">&</p> <p>Completion certificates or Reference letter.</p> <p>• <i>In order to score the maximum of 5 points service provide must provide the combination of the above documents for each project.</i></p>
2.	Resource	<p>Proof of Minimum Financial Resources to implement this project, a minimum of R 250 000</p>	20	<p>Evidence of credit facility with manufacturer/supplier and/or Registered Financial Institution Or Evidence of access to any legal funding instrument (e.g. Letter of intent)</p>
3.	Equipment /Plant	<p>Access to transport/machinery</p> <ul style="list-style-type: none"> • Light Delivery Vehicle (LDV) /Truck 	20	<p>Letter of commitment from fleet company Or Confirmation from producer that delivery shall also be undertaken Or Documentary proof of transport or transportation facility (Log Books/ Letter of agreement supported by Logbook)</p> <p style="text-align: center;">Complete Annexure D</p>
4.	Implementation Plan	<p>Scores are allocated as per Level 1 – 5 (below table 2):</p> <p>Level 1: points = 0 Level 2: points = 05 Level 3: points = 10 Level 4: points = 15 Level 5: points = 20</p>	20	<p>Attach detailed implementation plan as per Table 2 below</p>

5.	Locality	Proof of Physical address Office of Bidder outside borders of KZN = 05 pts Office of Bidder within borders of KZN = 10 pts	10	Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address
* NB : Compulsory – if service provider meets the Minimum Functionality Threshold, but fails to score a minimum of 15 points in Experience and maximum points on Experience will be disqualified .		TOTAL	100%	
		Minimum points	80	

TABLE 2: Criteria: Approach and Methodology

Criteria : Approach and Methodology	
Points	Means of Verification
Level 1 Points = 0	No information provided / irrelevant information provided, service provider has submitted a methodology that is generic in nature and does not adequately cover all programmed activities in a chronological order.
Level 2 Points = 05	The service provider has submitted a methodology approach that is generic and which does not adequately cover all programmed activities and listed in chronological order.
Level 3 Points = 10	The service provider has submitted a project specific methodology which adequately cover all programmed activities and listed in a chronological order.
Level 4 Points = 15	The service provider has submitted a project specific methodology and it covers all programmed activities and associated regulatory compliance requirements in detail and activities are listed in a chronological order.
Level 5 Points = 20	The service provider has submitted a project specific methodology and it covers all programmed activities and associated regulatory compliance requirements in detail and activities are listed in a chronological order Over and above the service provider has shown the following: <ul style="list-style-type: none"> • Quality control measures • Risk management • Staff and resource management • Communication and stakeholder engagement • Relevant approvals and/or notifications • List of additional personnel or service providers to ensure quality control

7. Price and Specific Goals

- 7.1. Bidder/s who had attained the minimum passing score of eighty (80) points will be evaluated further on Price and Specific Goal points. The bidder who scores the highest points may be awarded the contract as prescribed by the PPPFA.
- 7.2. Procurement above R1M to R50M (80/20) the Department will allocate the Specific goal points as follows:
 - a. An EME or QSE entity which is at least 100 % Black owned will be awarded 10/20 points (as per the provisions of KZNDARD SCM Policy); and
 - b. An EME or QSE entity which is at least 51 % Women owned will be awarded 10/20 points (as per the provisions of KZNDARD SCM Policy)
- 7.3. This must be supported by a CIPC or BBBEE certificate or affidavit or Shares certificate register or CSD report or utility bills or proof of residence (Councilors letter or traditional authorities).
- 7.4. Ownership verification will be conducted through CIPC, CSD and BBBEE Certificate/affidavit

NB. The Department reserves the right to verify all information submitted. Non-compliance with the above shall result in elimination from further evaluation.

Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies.

Original certification should not be older than six (6) months.

Failure to comply with this requirement shall invalidate the bid submitted.

ANNEXURE D

EQUIPMENT & RESOURCES: Please provide an indication of the equipment and resources which will be available to execute the services required:

No	Equipment and resources available in order to execute the services:
1	
2	
3	
4	
5	

ANNEXURE E : EXPERIENCE Please indicate your experience and expertise by completing the table:

No	Name of project		Project description	Role (self or sub-contracted)	Project value	Name and contact number of referee
1						
2						
3						
4						
5						
6						
7						

Signature: _____

Date: _____