



KWAZULU-NATAL PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

QUOTATION No: R/N/2324/215

DESCRIPTION OF SERVICE:

CLEANING AND REHABILITATION OF THE MAKHATHINI DRAINAGE CANAL BLOCK 15

NAME OF BIDDER:

Mandatory Requirements

1. Minimum of CIDB Grading 2CE
2. Certified Copy of Identity Document (for the purposes of claiming specific goals)

COMPULSORY BRIEFING SESSION

Venue	MAKHATHINI RESARCH STATION
Date	11 July 2023
Time	11:00AM

Return of Bid:

Bids must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, 01 Cedara Road, Cedara, 3200 or send by post to:

The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200.

Tel: (033) 355 8186 before 11:00 am on the closing date: 17 July 2023

Issued by:

The Department of Agriculture and Rural Development

1 Cedara Road

Cedara

3200



KWAZULU-NATAL PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

INVITATION OF QUOTATION FROM R1 - R1 MILLION

THIS FORM SHOULD BE COMPLETED IN DETAIL AND SHOULD BE ACCOMPANY **A VALID BBBEE CERTIFICATE/SWORN AFFIDAVIT /CSD REPORT/PROOF OF RESIDENCE**

QUOTATION NUMBER: R/N/2324/215	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 17/07/2023	CLOSING TIME: 11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: CLEANING AND REHABILITATION OF THE MAKHATHINI DRAINAGE CANAL BLOCK 15	COMPANY NAME: TEL NO: FAX NO: CONTACT PERSON: CSD REG NUMBER MAAA.....
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R
COMPANY OFFICIAL STAMP (COMPULSORY) SIGNATURE OF BIDDER DATE
QUOTATION TO BE RETURNED TO: head office 1 cedara road Pietermaritzburg tender box at scm cedara head office Department of agriculture and rural development L Zondi TELL: 033 343 8110	
NB: DOCUMENT MUST BE COMPLETED IN FULL THIS QUOTATION COVER PAGE MUST BE COMPLETED AND RETURNED WITH ALL YOUR SUPPORTING DOCUMENTS.	

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	R/N/2324/215	CLOSING DATE:	17/07/2023
CLOSING TIME:	11:00	DESCRIPTION CLEANING AND REHABILITATION OF THE MAKHATHINI DRAINAGE CANAL BLOCK 15	
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
The Department of Agriculture and rural Development, Head office, 01 Cedara Road, SCM Bid Box			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr.Lungani Zondi	CONTACT PERSON	Mr M HLOPHE
TELEPHONE NUMBER	033 355 8110	TELEPHONE NUMBER	0756 941 2683
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	Mandla.sithole@kzndard.gov.za	E-MAIL ADDRESS	Mxolisi.hlophe@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.			

FOR ENQUIRY ONLY

END-USER NAME :Mxolisi Hlophe
TELEPHONE NUMBER :076 941 2683
E-MAIL ADDRESS :Mxolisi.Hlophe@kzndard.gov.za
PROPOSED DELIVERY DATE :15/07/2023
DELIVERY ADDRESS :Block 15 Makhathini Scheme
LOCAL MUNICIPALITY :Jozini Local Municipality
DISTRICT :Umkhanyakude

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1.	Cleaning and rehabilitation of Block 15 drainage canal	1				
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
TOTAL						
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT						
TOTAL PRICE						
CIDB Grading (IF APPLICABLE)					Min 2CE	

COMPANY NAME : _____

CSD NUMBER : _____

ADDRESS : _____

CONTACT PERSON : _____

CONTACT NUMBER : _____

*VAT Registration No. (Supplier) -----

PRICES ARE VALID FOR DAYS Mark one Box (X)
30
60
90
120

SIGNATURE.....

DATE.....

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

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:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:
.....
.....

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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature	Date
.....

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.

Position

SBD 6.1

Name of bid

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- 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.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% black ownership	10	
black people who are Youth	10	
black people who are Locality	10	
black people who are women	8	
black people with disabilities (Proof to be attached)	7	
black people living in rural or underdeveloped areas or townships	6	
black people who are military veterans (Proof to be attached)	6	
a cooperative owned by black people	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

CONTRACT FORM - RENDERING OF SERVICES

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
DATE:

CONTRACT FORM - RENDERING OF SERVICES

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	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:



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:

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"	<p>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 –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>I. before 27 April 1994; or</p> <p>II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(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;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

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 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"	<p>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 –</p> <ul style="list-style-type: none"> (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- <ul style="list-style-type: none"> 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"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> (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



KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

01 Cedara Road, Pietermaritzburg, 3200

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

Tel: 033 355 9588 / 9369

Procurements from R30 000 – R1M the Department will allocate the points as follows

Historically Disadvantaged Individuals	Black Owned	Points
An EME or QSE which is at 100% owned by black people		10
a) black people who are youth		10
b) black people who are women		8
c) black people with disabilities (Proof to be attached)		7
d) black people living in rural or underdeveloped areas or townships		6
e) black people who are military veterans (Proof to be attached)		6
f) a cooperative owned by black people		5

Company ownership will be verified by a BBBEE certificate (accredited by SANAS) or affidavit or share register or CSD report.

Should the service provider qualify for more than one (1) specific goal points as per the above table, the Department will allocate the points to the goal with highest score.

SECTION D

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved:

Quotation Reference No: **R/N/2324/215**

Goods/Service/Work: **CLEANING AND REHABILITATION OF THE MAKHATHINI DRAINAGE CANAL BLOCK 15**

This is to certify that (bidder's representative name)

On behalf of (company name) ____-

Visited and inspected the site on ___/___/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp With Signature



KWAZULU-NATAL PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

.....01 Cedara Road, Pietermaritzburg, 3200

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

.....Tel: 033 355 8068 Fax: 033 000 0000

**APPOINTMENT OF SERVICE PROVIDER TO CLEAN AND REHABILITATE THE
DRAINAGE CANAL AT BLOCK 15 MAKHATHINI IRRIGATION SCHEME AT
JOZINI**

**PROJECT SPECIFICATIONS, CONDITIONS OF CONTRACT
AND SCHEDULES DOCUMENT**

ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
				Scheduled	Rehabilitation and cleaning of Drainage Canal	
1	SANS 1200 A	SECTION 1 PRELIMINARY & GENERAL				
1.1	8.3	FIXED CHARGE ITEMS & VALUE RELATED ITEMS				
1.1.1	8.3.1	Contractual requirements (including Contract Works Insurance, sureties, UIF, etc.)	Sum	1		
1.2	8.3.2	Establishment of facilities on site				
1.2.1	8.3.2.2	Facilities for the Contractor				
1.2.1.1						
1.2.1.2						
1.2.1.3		c) Ablution and latrine facilities	Sum	1		
1.2.1.4		d) Tools and equipment	Sum	1		
1.2.1.5		e) Water supplies, electric power and communications	Sum	1		
1.2.1.6		f) Dealing with water supplies	Sum	1		
1.2.1.9		i) Plant (designated plant for designated operations or plant for use during stated periods)	Sum	1		
1.2.1.10	8.3.3	Other fixed charge obligations	Sum	1		
1.2.1.11	8.3.4	Removal of site establishment	Sum	1		
1.3		Health and Safety Compliance				
1.3.1	8.3.5	Complying with Health and Safety Act				
1.3.1.1		a) Preparation of Health and Safety Plan	Sum	1		
1.3.1.2		b) Compilation of a Risk Assessment Plan prior to construction	Sum	1		
1.3.1.3		c) Health and Safety Induction Training of employees	Sum	1		
1.3.1.4		d) Implementation of the Health and Safety Plan over the entire construction period	Sum	1		
1.3.1.5		e) Provision of safety gear as per OHS Act	Sum	1		
CARRIED FORWARD						

ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD						
1.4	8.4	TIME-RELATED ITEMS				
1.4.1	8.4.1	Contractual Requirements	Month	3		
1.4.3	8.4.2.2	Facilities for the Contractor				
1.4.6		c) Ablution and latrine facilities	Month	3		
1.4.7		d) Tools and equipment	Month	3		
1.4.8		e) Water supplies, electric power and communications	Month	3		
1.4.10		g) Dealing with water supplies	Month	3		
1.4.11	8.4.3	Supervision for the Duration of Construction	Month	3		
1.4.12	8.4.4	Company and Head Office Overhead Costs for the duration of the Contract	Month	3		
1.4.15	8.4.5	Other Time-related Obligations	Month	3		
TOTAL SECTION, CARRIED TO SUMMARY						

ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
				Scheduled	Rehabilitation and cleaning of Drainage Canal	
2	SABS 1200 A	SECTION 2 DAYWORK				
2.1		LABOUR				
2.1.1	8.2.7	a) Foreman	hr.			Rate Only
2.1.2		c) Semi-skilled	hr.			Rate Only
2.1.3		d) Unskilled	hr.			Rate Only
2.1.4		e) Surveyor	hr.			Rate Only
2.1.5		f) Watchman	hr.			Rate Only
2.2		PLANT				
2.2.1		a) Backactors				
2.2.1.1		i) TLB Case 480D or similar 4.6t, 39kW	hr.			Rate Only
2.2.2		b) Compactors				
2.2.2.1		i) Pedestrian vibrating roller (Bomag 60 or similar)	hr.			Rate Only
2.2.2.2		ii) Pedestrian vibrating roller (Bomag 90 or similar)	hr.			Rate Only
2.2.3		c) Trucks				
2.2.3.1		i) 6m3 tip truck	hr.			Rate Only
2.2.3.2		ii) 10m3 tip truck	hr.			Rate Only
2.2.3.3		iii) LDV	hr.			Rate Only
2.2.3.4		iv) 6 000 litre watercart	hr.			Rate Only
2.2.3.5		v) 10 000 litre watercart	hr.			Rate Only
2.2.3.6		vi) 7t flatbed crane truck	hr.			Rate Only
2.2.3.7		vi) 7t flatbed crane truck	hr.			Rate Only
2.2.4		d) Other Plant				
2.2.4.1		i) Hitachi UH 121 excavator or similar 26t, 1212kW	hr.			Rate Only
2.2.4.2		ii) Bulldozer Cat D6D or similar, 14200kg, 104kW	hr.			Rate Only
2.2.4.3		iii) Bulldozer Komatsu D31 or similar, 6590kg, 49kW	hr.			Rate Only
2.2.4.4		iv) Grader CAT 140G or similar, 16500kg, 112kW	hr.			Rate Only
2.2.4.5		v) Roller : Bomag 518 or similar	hr.			Rate Only
2.2.4.6		vi) Front end Loader CAT 930 or similar 9620kg, 75kW	hr.			Rate Only
2.2.4.7		vii) Hitachi WH051D wheel excavator or similar 10t, 566kW	hr.			Rate Only
TOTAL SECTION, CARRIED TO SUMMARY						

ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
				Scheduled	Rehabilitation and cleaning of Drainage Canal	
		SECTION 3 SLASHING AND REHABILITATION OF THE DRAINAGE CANAL				
3.1	SANS 1200 C	SITE CLEARANCE				
3.1.1	8.2.1	Clear and grub	m	100		
3.1.2	8.2.3	Remove and grub all trees and tree stumps regardless of girth	No.	5		
3.1.3	8.2.8	Demolish and remove concrete rubble (300m ³) from the existing irrigation canal.	Sum	1		
3.1.4	8.2.9	Transport materials and debris to unspecified sites and dump (provisional)	m ³ -km	300		
3.1.5		Clean the drainage canal mechanical and removing sludge and transport to designated site	km	5		
3.1.6		Slashing of the reeds in the canal and on the agricultural land	ha	60		
3.1.7		Transport sludge and slashed reeds to unspecified sites and dump	m ³ -km	100		
3.2	SANS 1200 D	EARTHWORKS				
3.2.1	8.3.10	Excavate soft material for diverting drainage water away from the works	m ³	500		
3.2.2		Place and compact selected material for canal embankment	m ³	50		
3.2.3		Final trimming of canal profile to line and level	m ²	700		
3.3	SANS 1200 G	CONCRETE				
3.3.1		Supply and install concrete impregnated fabric on the broken canal panels and interconnect with the existing concrete panels	m ²	1000		
3.3.2		Supply and install expansion joints and other concrete works	Prov Sum	1	R 50,000.00	R 50,000.00
3.4		PRESSURE CLEANING				
3.4.1		Pressure spray the pipe network to remove any built sediments in the pipe network using the rowing eyes of the system. Pipe sizes range from 32mm to 50mm	km	10		
CARRIED FORWARD						

ITEM	DESCRIPTION	ACTUAL AMOUNT
1	SECTION 1 PRELIMINARY & GENERAL	Rehabilitation and cleaning of Drainage Canal
2	SECTION 2 DAYWORK	Rate Only
3	SECTION 3 SLASHING AND REHABILITATION OF THE DRAINAGE CANAL	
Sub-Total 1		
10% ANCILLARY WORKS		
Sub-Total 2		
15% VAT		
TOTAL TO: C1.1 FORM OF OFFER AND ACCEPTANCE		

1. SECTION A: TERMS OF REFERENCES

2. BACKGROUND

The KwaZulu Natal Department of Agriculture and Rural Development (KZN DARD) bid to contribute to the economic growth within the agricultural sector. In order to achieve and maintain the high levels of growth in the agricultural sector and assist with the socio-economic challenges, the department is in the process to promote commercialization in the smallholder farm sector. Increase opportunities for skilled and relatively unskilled employment which is the key national policy objective. The National development Plan (NDP 2030) lists the agricultural sector as one of the pillars and cornerstone to ensure up-liftment and economic emancipation of many rural areas. The DARD has therefore prioritized the need to assist the resource-poor and emerging farmers with irrigation infrastructure including drainage systems and canals in order to deliver on the NDP goals.

3. OBJECTIVES

- The Employer seeks to appoint a suitable and competent Service Providers to rehabilitate the drainage canal at block 15 by removing overgrown weeds and fix the concrete canal panels that have been uplifted due to reed growth.
- Slash the reeds in the productive land and spray with an environmentally friendly chemical to remove roots of the reeds.
- 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.
- The successful contractors would be required to supply proof of the knowledge required to implement a project of this nature.

4. SCOPE OF SERVICES

The contract covers the supply of all materials and fittings required for the cleaning and rehabilitation of the drainage canal(s). The summary of the scope is as follow

- 4.1.1** Slash and remove reeds growing on the productive agricultural land
- 4.1.2** Slash and remove reeds within the drainage canal and dispose at designated area
- 4.1.3** Pressure spray the drainage network to remove any built up sediment

4.1.4 Demolish and dispose the concrete panels that have been lifted by the reeds

4.1.5 Prepare channel by trimming and compacting, supply and install concrete impregnated fabric

4.1.6 Contractor to compile weekly progress reports to the project responsible person

5. PROJECT LOCATION

The project is located at the Jozini Municipality ts will be located across the province of KwaZulu Natal.

6. ENGINEERING

The contractor undertakes only construction on the basis of designs issued by the DARD. The contractor is to follow the specification, design and construction drawings as laid out by the project engineer/technician.

6.1 PPS 1 Drawings

During tender (quotation) stage the DARD shall provide the drawings for tendering purposes. These shall include but not limited to the following:

- Locality map
- Detailed canal drawing;

Upon receiving the instruction to commence with the works the contractor shall receive three (3) sets of construction drawings, of which

- one (1) set shall be designated for as-built records and shall be updated by the contractor on a daily basis. The latter shall be:
- Made available to the project engineer/technician within an agreed time frame
- Submitted to the project engineer/technician together with the contractors request for issue of the practical completion certificate

7. GENERAL TECHNICAL SPECIFICATIONS

In general, the Specifications published by the South African Bureau of Standards (SABS/SANS), series 1200 (Standardised Specifications for Civil Engineering Construction) shall apply.

Your attention is brought to the following specifications: -

- SABS 1200 A: General
- SABS 1200 C: Site Clearance
- SABS 1200 D: Earthworks
- SABS 1200 GA: Concrete (Small Works)
- SABS 1200 L: Medium Pressure Pipelines

In addition, the following Occupational Health and Safety Regulations (No 85 of 1993) are applicable: -

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

7.1 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.

7.2 Earthworks and Site Preparations

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

- Site preparations & establishment: SABS 1200 AA (4).
- Setting out of works: SABS 1200 AA (5.1.1)
- Permissible deviations: SABS 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.

7.3 Materials and Constructions

- UPVC pipes and fitting shall be fitted with spigot and rubber socket ring joints and shall comply with requirement of SABS 966.
- All materials must conform to SABS specifications for the products. This includes all items such as pipes, valves, flanges, accessories etc.
- Test pressure shall be performed as stipulated in SABS for test pressure.
- All construction works must conform to the applicable standard specifications and installation requirements as per NBHRC requirements and manufacturers recommendations.
- All concrete works to conform to Cement & Concrete Institute Standards and Recommendations.

7.4 Standard Concrete Mixes:

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

7.5 Safety

1. One 5kg ozone friendly fire extinguisher and 1 fully fitted 1st aid box is to be provided in the facility.
2. All safety equipment required to construct the facility are for the contractor's responsibility and provisioning. Examples include: safety and protective clothing; sound scaffolding; false work and bracing; ladders etc... all equipment, tools and safety equipment are to be in a safe operating condition and must be used by the workers where appropriate.
3. Refer to general conditions for site safety. Site operations and conditions requiring special attention include but are not limited to:

- Equipment, machinery, tools: (stationary or mobile) such as vehicles, generators, pumps, drills, augers, picks, spades, hand tools, ladders, scaffolding to be in a safe operating condition and are to be used in a safe and responsible manner. The contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration.
- Lifting and lowering of materials or personnel in any way whatsoever.
- Personnel access and operations at raised levels or on raised platforms or scaffolding.
- Excavation works, and holes are to be clearly indicated to prevent injury to personnel.
- Potential ingress of water on/through the site.
- Potentially hazardous services may be present on site such as water and sewerage mains, electricity cables etc.
- Chemical transport, storage and usage whatsoever – this includes chemical contact through equipment use such as fuels and oils; materials such as creosote, paints, solvents, cement, concrete.
- Safety equipment: Safety and protective clothing, gloves, goggles, masks, hard hats, boots, harnesses etc.
- A first aid box is to be provided and available at all times on site during working hours and is to comply with the requirements of the Occupational Health and Safety Act.
- Additional risks associated with specific methods of construction selected by the contractor, which are not necessarily covered in the above.

SPECIAL CONDITIONS OF CONTRACT

If one or more of the Special Conditions clauses would contradict, or seem to contradict, or in any way would (seem to) deviate from a corresponding clause of the GCC 2015, the Special Conditions one(s) will prevail.

8. INTRODUCTION

- 8.1** Bidders must ensure that they are fully aware of all the Terms and Conditions contained in this bid document. 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, as no claims arising from any incorrect interpretation will be admitted.
- 8.2** Registration on the panel of suppliers via this invitation is a prerequisite for participation in any procurement activities that may result from this bid

9. ACCEPTANCE OF BID

- 9.1** The Departmental Bid Adjudication Committee/ their representative are under no obligation to accept any bid.

10. AMENDMENT OF CONTRACT

- 10.1** 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.

11. AWARD

- 11.1** The awarding of this Quotation is dependent on the prices and specific goals
- 11.2** The Service Provider shall sign a service level agreement with the department.

12. BASIS OF QUANTITIES

12.1 Bill of quantities is attached for the service provider to fill and submit quotation for the services required by the DARD.

13. CERTIFICATE OF COMPLIANCE

13.1 Where applicable, it is mandatory for service providers to provide the compliance certificate(s) as stipulated per project e.g. SABS, COC etc.

14. CHANGE OF ADDRESS

14.1 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.

15. COMPETENCY OF THE SERVICE PROVIDER

15.1 This bid is open for contractors with a Construction Industry Development Board (CIDB) database category 2CE. The contractor is to submit evidence of his/her OWN Active registration.

15.2 It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

16. COMPULSORY TENDER BRIEFING

16.1 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.

17. COUNTER OFFERS

17.1 Counter offers shall not be considered.

18. DELIVERY CONDITIONS

- 18.1** Delivery of services must be made in accordance with the instructions appearing on the official purchase order.
- 18.2** All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.
- 18.3** In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
- 18.4** The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 18.5** All invoices submitted must be original.
- 18.6** Deliveries not complying with the order form shall be returned to the contractor at the contractor's expense.
- 18.7** 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.

19. DETAILS OF PAST OR CURRENT CONSTRUCTION CONTRACTS AWARDED TO THE BIDDER (ANNEXURE D)

- 19.1** The bidder must furnish the following details of all verifiable past and current construction contracts within the last 5 years.
 - 19.1.1** Date of commencement of contract/s;
 - 19.1.2** Value per contract; and
 - 19.1.3** Contract details; that is, with whom held, phone number and Address/s of the companies.

20. ENTERING OF DEPARTMENTAL OFFICES

- 20.1** 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.

21. EQUAL QUOTATIONS

- 21.1** If two or more bidders score an equal total number of points, the contract must be awarded to the bidder that scored the highest points .
- 21.2** If two or more bidders score equal total points in all respects, the award shall be decided by the drawing of lots.

22. INVOICES

- 22.1** 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.
- 22.2** A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- 22.2.1** The name, address and registration number of the supplier;
 - 22.2.2** The name and address of the recipient;
 - 22.2.3** An individual serialized number and the date upon which the tax invoice is issued;
 - 22.2.4** A description of the goods or services supplied;
 - 22.2.5** The quantity or volume of the goods or services supplied;
 - 22.2.6** The value of the supply, the amount of tax charged and the consideration for the supply; or
 - 22.2.7** 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.

23. IRREGULARITIES

- 23.1** 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.

24. JOINT VENTURES

- 24.1** In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.
- 24.2** 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 bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 24.3** The non-submission of a BBBEE Certificate by a trust, consortium or joint venture shall result in zero (0) preference points being allocated for evaluation purposes...
- 24.4** 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
- 24.5** 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.
- 24.6** The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive

25. LATE QUOTATIONS

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

26. PAYMENT FOR SUPPLIES AND SERVICES

- 26.1** A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 26.2** 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.
- 26.3** Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
- 26.3.1** Contact must be made with the officer-in-charge of the District office;
 - 26.3.2** If there is no response from the District office, the Director: Finance must be contacted;
- 26.4** Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

27. PERIOD OF CONTRACT

- 27.1** The contract shall be in force for a period of **3 months**
- 27.2** The construction period for the allocated dam will determined on an ad-hoc basis.
- 27.3** Bidders must submit documentary proof of compliance with the above prequalification criteria.
- 27.4** Bidders who fail to comply with the above-stipulated prequalification criteria or fail to submit documentary proof of the compliance with the prequalification criteria shall not be considered for this bid.

28. QUALITY CONTROL/ TESTING OF PRODUCTS

- 28.1** The Department reserves the right to have the material requirements offered by the panellist/ contractor tested during quotation process as part of the evaluation process. If any of the material requirements is found unsuitable, the quotation shall be disqualified.
- 28.2** 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.

- 28.3** 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.

29. ORDER OF PRECEDENCE

- 29.1** 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). 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.

30. SUPPLIERS DATABASE REGISTRATION

- 30.1** 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.
- 30.2** A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

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

31. TAX AND DUTIES

- 31.1** 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).

32. TAX COMPLIANCE PIN

32.1 The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.

32.2 Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

33. VALUE ADDED TAX (VAT)

33.1 Bid prices must be inclusive of 15% VAT.

33.2 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.

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

34. UNSATISFACTORY PERFORMANCE

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

34.2 The Departmental official/Employers agent 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).

34.3 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: -

- 34.3.1** 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,
 - 34.3.2** To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
 - 34.3.3** To Contract or Contracts by calling for Quotations 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.
- 34.4** 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.
- 34.5** When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

35. VALIDITY PERIOD OF Quotation AND EXTENSION THEREOF

- 35.1** The validity (binding) period for the bid shall be 120 days from close of Quotation. 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.

36. SERVICE LEVEL AGREEMENT

- 36.1** The successful Bidder (at quotation stage) and the Department will sign a Service Level Agreement (SLA) prior to commencement of works. A proposed program of

works must be provided by the contractor for the approval of the Engineer within two weeks after site handover.

- 36.2** The Special Terms and Conditions (STC), the Standard Technical Specifications (STS) and the Project Specific Specifications (PSS) as shall be listed on the quotation document, together with the Drawings, are deemed to form part of the SLA.

37. COMMENCEMENT OF THE WORK

- 37.1** Site establishment must start within two (2) weeks, and the actual works within three weeks after hand-over of the site, provided that;
- 37.1.1** The SLA has been signed;
 - 37.1.2** An official order has been issued;
 - 37.1.3** The contractor is in possession of all relevant documentation required for works execution;
 - 37.1.4** No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.
 - 37.1.5** All planning permission for the site and buildings has been obtained;
 - 37.1.6** The contractor has submitted the security document as per GCC 6.2.1 (if applicable).
- 37.2** 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 terminate the contract as per GCC 2015 (clause 9.2.1)

38. SITE HANDOVER TO THE CONTRACTOR

- 38.1** The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants.
- 38.2** The site will be handed back after the issuing of a Certificate of Completion to the Contractor when after a final inspection by the Engineer and no outstanding patent defects are found.
- 38.3** 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.
- 38.4** The Contractor is responsible of the administration, control and security on the site at all times during the contract duration.

39. WATER AND POWER

- 39.1** 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 Preliminary & General section of the Bid/quoted amount.

40. LOCATION OF CAMP

- 40.1** 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.
- 40.2** No persons other than a night watchman may sleep in the camp, without the approval of the local relevant Stakeholder.

41. HOUSING OF CONTRACTOR'S EMPLOYEES

- 41.1** 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.
- 41.2** 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.

42. LABOUR SOURCE & CAPACITY

- 42.1** The Contractor will be required to satisfy the Department that a sufficient and experienced labor force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.
- 42.2** The contractor is encouraged to source 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.
- 42.3** If applicable, the contractor is required to comply with any existing Expanded Public Work Projects (EPWP) prescriptions that may exist concerning the creation of job opportunities during the implementation of the Works.
- 42.4** The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

43. SECURITY & RISK

- 43.1** No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.
- 43.2** 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.

44. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY

- 44.1** The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.
- 44.2** All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.
- 44.3** The Contractor shall remain fully responsible for all material and plant etc. until the completed works and site have been officially handed over.

45. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

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

46. DAMAGE TO PROPERTY

46.1 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's, 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

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

47. UNDERGROUND CABLES AND PIPES

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

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

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

48. DAILY RAINFALL RECORDS

48.1 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.

49. INSPECTION OF WORK

- 49.1** The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.
- 49.2** The project progress meeting(s) shall be conducted after inspection of works has been done on site
- 49.3** The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

50. NOTICE OF COVERING WORK

- 50.1** 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.
- 50.2** 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.

51. SUB-CONTRACTED WORK

It is against this background that the DARD has made provisions under this contract to ensure that the main contractor impart skills to the local subcontractors within the project area during implementation. However, the contractor shall not sub-contract the entire contract.

51.1 Performance and Execution of Subcontracted Works

The main contractor must facilitate access to supply sufficient, suitable resources e.g. equipment, labour, material, to execute the subcontracted portions of work. The onus is also on the main contractor to ensure that all the subcontracted works is done in accordance with the project specification provided by the DARD

51.2 Quality of Subcontracted Works

In accordance with the requirements of Clause 4.4 in the GCC 2015, it is the responsibility of the main contractor to ensure that the subcontractor shall be capable of executing the works in accordance with the scope and specification

51.3 Laws and Regulations

The main contractor shall ensure that the subcontractor complies with the paying of all amounts due to his/ her employees in terms of all the relevant legislation and regulations including but not limited to the following:

- Income Tax Act;
- Compensation for Occupational Injuries and Disease Act (COIDA)
- Unemployment Insurance Fund (UIF)
- Basic Conditions of Employment Act

51.4 Payment

The main contractor shall ensure that the subcontractor(s) are paid within the stipulated time frame as per the agreement signed.

51.5 Retention Monies

The DARD shall deduct retention money for the overall works including the subcontracted work at a percentage that shall be staged on the contract data.

51.6 Resolution of Disputes

In an event where there are disputes between the main contractor and subcontractor arising from the provisions of the subcontract or the execution of the subcontracted works, every effort shall be made by the two parties to resolve the matter themselves without the intervention of the DARD. The agreement signed by the both the main contractor and subcontractor should state dispute resolution procedure and also address late payment issues should they arise.

51.7 Subcontracting Plan

The main contractor shall identify items in the Bill of Quantities (BOQ) to be subcontracted and a separate BOQ for subcontracting will be prepared during work allocation and prepare a subcontracting plan.

The subcontracting plan shall indicate the following

- The overall percentage of subcontracted works
- The number of subcontractors

- The selection criteria
- Management of labour returns of subcontractors

51.8 Sub-contracting shall not relieve the contractor from any liability or obligation under the contract and his/her 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, his agents or employees.

52. INSURANCE

52.1 All accepted approved contractors would be required to provide the following insurance's for the project awarded to them:

52.1.1 Insurance against damage, destruction or loss to 50% of the value of the contract.

52.1.2 Public Liability insurance.

52.1.3 All risks (works) policy and Political.

52.2 The Contractor shall provide the Engineer with proof that Insurance has been obtained for the contract period.

53. PROTECTION OF THE PUBLIC

53.1 The Contractor shall be responsible for the protection of the public in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993). The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

54. INJURY TO PERSONS

54.1 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.

55. DISAGREEMENTS

55.1 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.

55.2 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.

56. FIXED PRICE CONTRACT

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

57. PRICING - COMPLETENESS OF BID

57.1 Bidders are required to Bid for all services, products and commissioning as specified in this document and associated plans. This includes those optional items

58. OCCUPATIONAL HEALTH AND SAFETY

58.1 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 Quotations 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:

- 58.1.1** Carrying out and documenting risk assessments of all work to be carried out under the contract.
 - 58.1.2** Preparation of safe work procedures.
 - 58.1.3** Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.
 - 58.1.4** Preparation of a Project H&S File to include all requirements of Annexure A.
 - 58.1.5** Regular updating of all of the foregoing.
 - 58.1.6** Provision of medical certificates of employees.
 - 58.1.7** Provision of PPE and protective clothing for employees
 - 58.1.8** Complying with all H&S requirements for the duration of the contract.
 - 58.1.9** Provision of forced ventilation (as required when working in confined spaces).
 - 58.1.10** The completion and checking of the safety file upon completion of the works and handing it over to the Department.
- 58.2** To enable the Department to appraise the allowances that bidders have made for H&S in their Quotations, so that he/she can fulfil his/her obligations in terms of Clause

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

- 58.3** Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.
- 58.4** The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements table below with the construction phase H&S plan where applicable.
- 58.5** The successful bidder shall be required to submit the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.
- 58.6** The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

Table 1 – OHS Requirements and submission dates

PAM Item No.	Requirement	OHS Requirement	Submission Date
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	7 days before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	7 days before commencement on site
2.3	Competence of Responsible Persons	Department Requirement & OHS Act	Together with H&S plan
2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993 (Certificate)	COIDA Requirement	Together with H&S plan
2.5	Health and Safety Organogram	Department Requirement	Together with H&S plan
2.6	Initial Hazard Identification and Risk Assessment based on the Department's assessment	Construction Regulations.	Together with H&S plan
2.7	Medical Certificate of Employees	Construction Regulations	Before commencement of construction.

59. QUANTITIES OF WORK

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

60. PROGRESS PAYMENTS

- 60.1** Payment shall only be made for claims that are commensurate with the works actually executed and complete. No advances will be paid for deposits to be paid by the

contractor to specialist supply companies, unless such has been explicitly agreed upon with the Employer's Agent/ Engineer.

- 60.2** 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.
- 60.3** If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.
- 60.4** The Engineer may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.
- 60.5** Payments / Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (39).
- 60.6** The penultimate payment occurs after Final Approval Certificate. The final payment will be made after the 12 months' liability period when the contractor has dealt with all defects, if any.

61. COMPLETION OF THE WORKS

Work completion will be established over three stages.

- 61.1** Practical completion - This is defined as the stage when the works are found to be substantially complete and can be used for the intended purposes. 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, if sufficient progress has been made, will issue a **Practical Completion Certificate**, and will draw up a list of outstanding work, commonly known as a "snag list", if any. *Patent defects* are defects that are visible or discoverable upon an ordinary and proper inspection.
- 61.2** 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. To certify Works

Completion, a **Certificate of Completion** will be issued. It is at after Works completion that the Contractor will be paid out 50% of his/her retention money.

- 61.3** Final Completion - Final Completion occurs 12 months after Works completion, after expiry of the liability period. To certify Final Completion, a **Final Approval Certificate** is issued.

62. RETENTION

- 62.1** A 10% retention will be withheld on payment for the duration of the construction.
- 62.2** In case a bank or insurance guarantee was issued, the retention will be 5%.
- 62.3** The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at **practical 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.
- 62.4** In some instances, the Engineer may decide to shorten this period 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.

63. DEFECT LIABILITY PERIOD

- 63.1** The defect liability period is 12 calendar months calculated from the date of Works Completion.
- 63.2** 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.

64. CONTINGENCIES

- 64.1** An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. In the case of the Contractor having provided a security in the form of a bank or insurance guarantee, the retention will be 5%. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract. **Payment of the Contingencies allocation is therefore not a given**, as

the occurrence of limited, or even absence of any approved Contingencies will reduce the total amount paid out for this contract.

64.2 Approval from the Engineer for the use of the Contingencies allocation is required before any purchases can be made or work is started from this allocation.

65. PERIOD OF COMPLETION & RATE OF PROGRESS

65.1 The project has to reach practical completion within *[number of months, minimum 3] months* calculated from the date of site handover.

65.2 The final payment will be made after the defect liability period of 12 months.

65.3 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.

65.4 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 (a) of this clause.

65.5 The date of completion will be extended only to the extent approved by the Department.

65.6 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.

65.7 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.

66. PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

- 66.1** 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.
- 66.2** 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.
- 66.3** 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.

67. QUOTATION EVALUATION CRITERIA

- 67.1** Compliance with Special terms and Conditions Only Quotations that meet the Special Terms and Conditions in all aspects as stipulated in the Quotation Document shall be considered.
- 67.2** Correctness of information all information required in the bid document must be accurate and duly completed including all the appropriate signatures. The Department reserves the right to verify all information submitted. Non-compliance with the above shall result in elimination from further processes.
- 67.3** Compulsory administrative compliance documents that must be submitted with the bid:
- 67.3.1** Central Suppliers Database registration number;
 - 67.3.2** Proof of valid and active **CIDB 2CE**
 - 67.3.3** Certified Copies of the Identity documents for company members/service providers;
- 67.4** Non-submission of any of the above documents shall result in disqualification.

ANNEXURE B: EXPERIENCE EQUIPMENT & RESOURCES:

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

N o	Equipment and resources available in order to execute the services:
1	
2	
3	
4	
5	

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					