



KWAZULU-NATAL PROVINCE

**AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA**

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

QUOTATION No: R/S/2324/537

DESCRIPTION OF SERVICE:

**SUPPLY, DELIVER AND INSTALL IRRIGATION PUMPS FOR FOOD SECURITY AT
INCHANGA LOCAL OFFICE**

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	MBUMBULU LOCAL OFFICE
Date	12 October 2023
Time	10:00AM

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 8110** before **13:00 pm** on the closing date: **13 October 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/S/2324/537	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 13 October 2023	CLOSING TIME: 13H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: SUPPLY, DELIVER AND INSTALL IRRIGATION PUMPS FOR FOOD SECURITY AT INCHANGA LOCAL OFFICE SEE SPEC ATTACHED.	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: Tender box at SCM Cedara Head office 1 Cedara road Pietermaritzburg Department of Agriculture and rural development FOR ATTENTION TO: TEL NUMBER: 033 343 8110/8111	
NB: DOCUMENT MUST BE COMPLETED IN FULL ,THIS QUOTATION COVER PAGE MUST BE COMPLETED AND RETURNED WITH ALL YOUR SUPPORTING DOCUMENTS.	

FOR ENQUIRY ONLY

END-USER NAME : ETHEKWINI AGRIC SERVICES
TELEPHONE NUMBER : 082 777 2371
E-MAIL ADDRESS : Giresh.Naidoo@kzndard.gov.za
PROPOSED DELIVERY DATE : 17 NOVEMBER 2023
DELIVERY ADDRESS : 21/44 Riet Vallei Tin Town, Inchanga (29°43'19"S 30°38'58.2"E)
LOCAL MUNICIPALITY : ETHEKWINI
DISTRICT : ETHEKWINI DISTRICT

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	To supply, deliver and install irrigation pumps	4				
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
TOTAL						
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15%						
VAT						
TOTAL PRICE						
CIDB Grading (IF APPLICABLE)						

COMPANY NAME : _____

CSD NUMBER : _____

ADDRESS : _____

CONTACT PERSON : _____

CONTACT NUMBER : _____

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

Mark one Box (X)

PRICES ARE VALID FOR DAYS

30	60	90	120
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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
.....
Position	Name of bid

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.

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

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:

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
Enterprises located in a specific District (Proof of residence to be attached)	10	
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% 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:

The following preferential goals will contribute to the advancement of designated groups.

Procurement above R1 to R1M (80/20) the Department will allocate the Specific goal points as follows:

An EME or QSE entity which is 100% Black owned will be awarded 10 points and

An EME or QSE entity which is:

51% black people who are youth.

51% black people who are women.

51% black people with disabilities.

51% black people living in rural or underdeveloped areas or townships.

51% black people who are military veterans.

A cooperative owned by 51% black people

Procurement from R1 – R29 999 the Department will allocate points on entities that are owned by black people which will be 10 of 20 (80/20) and the promotion of enterprises located in a specific district for work to be done or services to be rendered in that district will be 10 of 20 (80/20).

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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
Enterprises located in a specific District (Proof of residence to be attached)	10	

If the entity is 100% owned by black people, this must be supported by a BBBEE certificate or affidavit or share register or CSD report.

Procurement from R30 000 – R1M the Department will allocate the points on entities that are owned by black people which will be 10 of 20(80/20) and 5 of 10 (90/10).

If the entity is 100% owned by black people, this must be supported by a BBBEE Certificate or Affidavit or Share Register or CSD report.

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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
Enterprises located in a specific District (Proof of residence to be attached)	10	
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% black people	5	

Should the service provider qualify for more than one (1) HDP points, the Department will award the highest score. HDP points indicated herein above are not fixed therefore subject to change as and when necessary.

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/S/2324/540**

Goods/Service/Work: **CONSTRUCTION OF ONE BOREHOLE (INGQUNQULU AT ICHANGA**

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

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of 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);
 - Technical Specification(s);
 - 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 goods and/or works 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 - PURCHASE OF 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 supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

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; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> 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”	<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 Woman 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)	
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 : _____

Commissioner of Oaths Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

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 – 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 naturalization- 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;"
--	--

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 Woman 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)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

- 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.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

Commissioner of Oaths Signature & stamp

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER
INSTALL AND TEST FOUR (4) PUMPS UNITS UNDER INCHANGA
LOCAL OFFICE**

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A | TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER INSTALL AND TEST FOUR (4) PUMPS UNITS UNDER INCHANGA LOCAL OFFICE

1. BACKGROUND

The Project is situated in kwangcolosi area to supply, deliver, installation; test and commission 4 pump units under Inchanga local for four gardens. The schemes namely Zenzeleni (2.5ha) and Bongimpilo (1.5ha) participants at have requested the Department of Agriculture and Rural Development (DARD) to assist with the supply and installation of new pumping units

The above-mentioned schemes are existing schemes with irrigation systems, but the pumping units are broken therefore unable to producing vegetable. (The schemes are producing winter and summer vegetables) and the other 2 are the old existing scheme that needs our services.

SCOPE OF SERVICES

- 1.1. Installation of a borehole with equipment and pump including connection and fittings
 - 1.1.1. Supply, delivery, installation, test and commission of a complete four (4) pumping units with all required fittings and materials including suction pipes.
 - 1.1.2. Supply all construction material and base and mounting of all 4 pump stand/ house
 - 1.1.3. Testing and commissioning of four (4) pumping units.

Section E (Pricing Schedule with specifications) lists the works in detail and provides specifications for the work to comply with.

2. SITE LOCATION

- 2 The site is situated near hillcrest at approximately 20 km North East of Hillcrest

2.1.1. Site Coordinates: 29° 41'26.12"S 30°50'33.39"E.

B | SPECIAL CONDITIONS OF CONTRACT

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

1. CONSTRUCTION PERIOD AND DUE COMPLETION DATE

- 1.1. The construction period for the Works up to **practical** completion will be seven (2) months, starting with the site hand over.
- 1.2. The total construction period, up to **Works** Completion, will be no more than 8 months.

2. COMPETENCY OF THE SERVICE PROVIDER

- 2.1 It is estimated that tenderers should have a CIDB contractor grading designation of **2CE** or higher. The contractor is to submit evidence of his/her OWN **Active** registration.
- 2.2 For evaluation processes, the Department shall apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.
- 2.3 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.
- 2.4 If the Bidder is not a specialist in one or more of the required specialist Works, if any, he/she should appoint a specialist to assist with, or execute those Works, and provide details of the specialist in Appendix D (Sub-contractors). **This will in particular be the case for the supply and erection of the steel shed, which is to be equipped with a crane installation.**

3. COMPULSORY SITE BRIEFING

- 3.1. A site-briefing meeting will be held with prospective Bidders. Attendance of the briefing is 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.

4. ALTERNATIVE SPECIFICATIONS

- 4.1 If the Pricing Schedule makes some allowance for alternative specifications for some items, these should be at least equivalent to the ones provided by the Department. Apart from these, no alternative specifications shall be considered.

5. INVOICES

- 5.1. All invoices submitted by the Contractor must be original and be accompanied by payment certificates, indicating the work done, the amount of tax charged (if applicable) and the total Invoice amount.
- 5.2. An invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
 - 5.2.1 The name, address and registration number of the supplier;
 - 5.1.2 The name and address of the recipient;
 - 5.1.3 An individual serialized number and the date upon which the tax invoice is issued;
 - 5.1.4 A description of the goods or services supplied;
 - 5.1.5 The payment certificate;
 - 5.1.6 The value of the payment certificate amount, the amount of tax charged and the description of the works completed;
 - 5.1.7 The purchase order number (where applicable) and the name of the project must appear on an invoice.

6. IRREGULARITIES

- 6.1. 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

7. PAYMENT FOR SUPPLIES AND SERVICES

- 7.1. A contractor shall be paid by the Department in accordance with the services rendered as per the payment certificate.
- 7.2. There will be no payment for materials delivered to site if they have not been incorporated or installed or otherwise been made part of the permanent works. A deviation can only be considered if the Employer's Agent has approved a written request from the Contractor for a special arrangement in this regards, prior to the delivery of the materials to site, as per GCC clause 6.10.2.
- 7.3. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
 - (1) Contact must be made with the officer-in-charge of the District Office;
 - (2) If there is no response from the District Office, the Director: Finance must be contacted;
- 7.4. Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

8. QUALITY CONTROL/ TESTING OF PRODUCTS

- 8.1. 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.
- 8.2. The same replacement obligation to the Contractor would apply during installation and during and after commissioning.
- 8.3. 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.
- 8.4. 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.

9. UNSATISFACTORY PERFORMANCE

- 9.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 9.2. The Departmental official monitoring the implementation shall first issue a site instruction to address the underperformance in terms of completion rate, quality of the work or quality or specifications of materials (site note?). After that, in the absence of sufficient improvements, the contractor shall be officially warned 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).
- 1.1. 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: -

- 1.1.1. 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,
 - 1.1.2. To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
 - 1.1.3. 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.
- 1.2. 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.
- 9.3. When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.
- 9.4. Where applicable, and not in contradiction with the 5 clauses above, the relevant clauses and sub clauses of sections 9.1, 9.2 and 9.3 from the GCC 2015 will apply as well.

10. SERVICE LEVEL AGREEMENT

- 10.1. The successful Bidder and the Department will sign a Service Level Agreement (SLA) prior to commencement of works. A proposed programme of works must be provided by the contractor for the approval of the Engineer within two weeks after site handover.
- 10.2. The *SAICE General Conditions of Contract 2015* as amended, these *Special Terms and Conditions (STC)*, the *Standard Technical Specifications (STS)* and the *Project Particular specifications (PPS)* as listed in this bid document, together with the *Drawings*, are deemed to form part of the SLA.

11. COMMENCEMENT OF THE WORK

- 11.1. Site establishment must start within two (2) weeks, and the actual works within three (3) weeks after hand-over of the site, provided that;
- 11.1.1. The SLA has been signed;
 - 11.1.2. An official order has been issued;
 - 11.1.3. The contractor is in possession of all relevant documentation required for works execution;
 - 11.1.4. No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.
 - 11.1.5. All planning permission for the site and buildings has been obtained;
 - 11.1.6. The contractor has submitted the security document as per GCC 6.2.1 (if applicable).
- 11.2. 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 clause 9.2.1 of GCC 2015

12. SITE HANDOVER TO THE CONTRACTOR

- 12.1. The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants.
- 12.2. 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.
- 12.3. 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.
- 12.4. The Contractor is responsible of the administration, control and security on the site at all times during the contract duration.

13. WATER AND POWER

- 13.1. 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, other than via the relevant line items in the Preliminary & General section of the Pricing Schedule.

14. LOCATION OF CAMP

- 14.1. No accommodation is available at Cedara.
- 14.2. No persons other than a night watchman may sleep in the camp, without the approval of the local relevant Stakeholder.

15. HOUSING OF CONTRACTOR'S EMPLOYEES

- 15.1. 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.
- 15.2. 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.

16. LABOUR SOURCE & CAPACITY

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.
- 16.4. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

17. SECURITY & RISK

- 17.1. No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.
- 17.2. 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.

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

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

19. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

- 19.1. 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.

20. DAMAGE TO PROPERTY

- 20.1. 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, pavings, 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
- 20.2. 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.

21. UNDERGROUND CABLES AND PIPES

- 21.1. 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.
- 21.2. Should the Contractor damage underground cable or pipes, such damage shall be repaired as soon and safely as possible by the Contractor.
- 21.3. The cost of making good such damage will be met by the Contractor as this must be covered by the Contractors works insurance.

22. DAILY RAINFALL RECORDS

- 22.1. 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.

23. INSPECTION OF WORK

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

24. NOTICE OF COVERING WORK

- 24.1. 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.
- 24.2. 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.

25. SUB-CONTRACTED WORK

- 25.1. GCC 2015, Section 4.4 (Sub-contracting) will apply.
- 25.2. The contractor shall not sub-contract the entire contract. The contractor must indicate in *Appendix 1 C – Additional Information: Subcontracted Works* which part(s), if any, (s)he intends to subcontract.
- 25.3. 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.

26. INSURANCE

- 26.1. All accepted approved contractors would be required to provide the following insurance's for the project awarded to them:
 - 26.1.1. Insurance against damage, destruction or loss to 50% of the value of the contract.
 - 26.1.2. Public Liability insurance.
 - 26.1.3. All risks (works) policy and Political.
- 26.2. The Contractor shall provide the Engineer with proof that Insurance has been obtained for the contract period.
- 26.3. Refer to GCC 2015 section 8.6.1

27. OCCUPATIONAL HEALTH AND SAFETY

- 27.1. 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:
 - 27.1.1. Carrying out and documenting risk assessments of all work to be carried out under the contract.
 - 27.1.2. Preparation of safe work procedures.

- 27.1.3. Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.
 - 27.1.4. Preparation of a Project H&S File to include all requirements of Annexure A.
 - 27.1.5. Regular updating of all of the foregoing.
 - 27.1.6. Provision of medical certificates of employees.
 - 27.1.7. Provision of PPE and protective clothing for employees
 - 27.1.8. Complying with all H&S requirements for the duration of the contract.
 - 27.1.9. Provision of forced ventilation (as required when working in confined spaces).
 - 27.1.10. The completion and checking of the safety file upon completion of the works and handing it over to the Department.
- 27.2. 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 Regulations, separate items have been included in the Bill of Quantities for Health and Safety.
- 27.3. Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.
- 27.4. 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.
- 27.5. 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.
- 27.6. 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.

28. INJURY TO PERSONS

- 28.1. Refer to GCC 8.5.1

28.2. 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.

29. DISAGREEMENTS

29.1. 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.

29.2. 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.

30. FIXED PRICE CONTRACT

30.1. This contract shall **not** be subject to contract price adjustment

31. PRICING - COMPLETENESS OF BID

31.1. 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.

31.2. All bid/quoted prices for *line* items are to be in South African currency and must **exclude** VAT.

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

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

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

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

32. QUANTITIES OF WORK

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

34. PROGRESS PAYMENTS

35 RETENTION

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

35.2 In case a bank or insurance guarantee was issued, the retention will be 5%.

35.3 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.

35.4 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.

35.5 GCC 2015 – Section 6.5 has reference.

36 DEFECT LIABILITY PERIOD

- 36.1 The defect liability period is 12 calendar months calculated from the date of the issuing of the Certificate of Completion.
- 36.2 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.
- 36.3 In addition, GCC 2015 – clause 5.16.3 (“Latent defect liability”) will apply.

37 CONTINGENCIES

- 37.1 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. **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.
- 37.2 Approval from the Engineer for the use of the Contingencies allocation is required *before* any purchases can be made or any work is started from this allocation.
- 37.3 After the need for contingencies has been identified and approved by the Engineer, the contractor will submit a quote for approval to the Engineer for the contingency items and services agreed upon, and as much as possible rates and amounts for materials and services that were already covered in the original pricing schedule, will be used.
- 37.4 The total costs of all contingencies shall not exceed the balance of the Contingencies allocation for the project, unless permission for a Variation Order has been granted before the additional work has been approved. The Employer’s Agent will subsequently take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.

38 TIME FOR PRACTICAL COMPLETION & DUE COMPLETION TIME

- 38.1 The project has to reach practical completion within **Two (2) months**, calculated from the date of the site handover.
- 38.2 The whole of the Works shall be completed within the Due Completion Date, which in this case will be 7 months after the site hand over.
- 38.3 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.
- 38.4 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.
- 38.5 The date of completion will be extended only to the extent approved by the Department.
- 38.6 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.
- 38.7 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.

38.8 Refer to GCC 2015 Clause

39 PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

- 39.1 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.
- 39.2 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.
- 39.3 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.

PROJECT PARTICULAR SPECIFICATIONS

A pumping units shall be installed for the application of water to Zenzeleni (2.5ha) and Bongimpilo (1.5ha) vegetable garden. In addition to the standard specifications, the following project particular specifications are applicable to the specified operations.

PPS1 PUMP STATION

The pumping units are required to deliver the following; a flow rate of 40m³/hr at a total head of 45m for all four sites.

The proposed pumps performance specifications must include pump curves. The units must include a suitable diesel motor (Lister, Hatz, Perkins or Yanmar or similar approved) and be direct coupled to the pump (KSB or Grundfos or similar approved).

The pump for Zenzeleni garden should be securely mounted on a suitable galvanised steel frame and suitably fixed (bolted) to the pump house floor slab using raw bolts

The pump at Bongimpilo garden should be securely mounted on galvanised steel frame with pneumatic wheels and swivel handlebar

The contractor is responsible for the correct alignment of both pump and motor unit. All necessary fittings, adaptors, air valves, reticulation, reducers, pressure gauge, priming funnels, tools etc should be supplied with the unit.

PPS 2 AIR VALVES (DOUBLE PURPOSE AIR VALVES)

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.

PPS 3 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.

PPS 4 OPERATION AND MAINTENANCE MANUAL

2 sets of documents are to be provided that include the following:

Operational philosophy

Pump and motor data forms and curves

All technical data and information sheets for equipment and materials

4. PROJECT TECHNICAL SPECIFICATION

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

The following specifications are applicable to this

contract: - □ SABS 1200 A: General

- 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

4.1 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 contractors 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.

4.2 Materials and Constructions

- UPVC pipes and fitting shall be fitted with spigot and socket rubber 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 and 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 NBR requirements and manufacturers recommendations.
- All concrete works to conform to Cement & Concrete Institute Standards and Recommendations. 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)
- Reinforcing: SABS 1200 GA (5.1)
- Refer to standard concrete mixes specification.

STANDARD CONCRETE MIXES

Concrete for non-structural purposes shall be “Prescribed mix concrete” produced in accordance with the requirements indicated in table 5.1, and the Contractor is also referred to the foregoing preambles insofar as they apply: -

Class of Concrete	Estimated Minimum Compressive Strength in MPA at 28 Days	Maximum Nominal Size of Coarse Aggregate in mm	Proportion of Constituents		
			Cement (Parts)	Fine Aggregate (Parts)	Coarse Aggregate (Parts)
A	10	37,5	1	4	5
B	15	19,0	1	3	4
C	20	19,0	1	2½	3½
D	25	19,0	1	2	3
E	30	19,0	1	2	2½

Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m³. Water addition should be kept to a minimum. Only sufficient water should be used to produce a workable mix of 60-100mm slump. A recommended maximum water: cement ratio is 1 for a 10MPa; 0.8 for a 15MPa; 0.65 for a 20MPa; 0.59 for a 25MPa; 0.53 for a 30MPa mix, however the lower the ratio the better the durability of the concrete. Approximately 210 litres per m³ of concrete is required for an average quality sand and optimum quantity 19mm stone.

MORTAR CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
I	1 : 4	50	0-10	130
II	1 : 6	50	0-40	200
PLASTER CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
Rich mix (foundations, wet areas)	1 : 4	50	0-10	130
General purpose	1 : 5	50	0-40	165

4.3 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.

4.4 Flanges and Accessories

Flanges shall comply with the requirements of SABS 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.

4.5 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 SABS 564-1973. The inside and outside diameters should be according to SABS 1123-1977. For pipe diameters exceeding 300 mm Klingerrite gaskets should be used to the applicable specifications.

4.6 Bolts and Nuts

All nuts, bolts, studs and washers shall comply with SABS 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.

4.7 Gate Valves and Scour Valves

Resilient seal gate valves (RSV) shall be similar to VOSA configuration and shall comply with SABS 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.

4.8 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 SABS 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.

4.9 Non Return Valves

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.

4.10 Pressure Gauges

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.

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.

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.

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

4.11 Pumps and Motors

Guarantee

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.

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.

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.

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.

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.

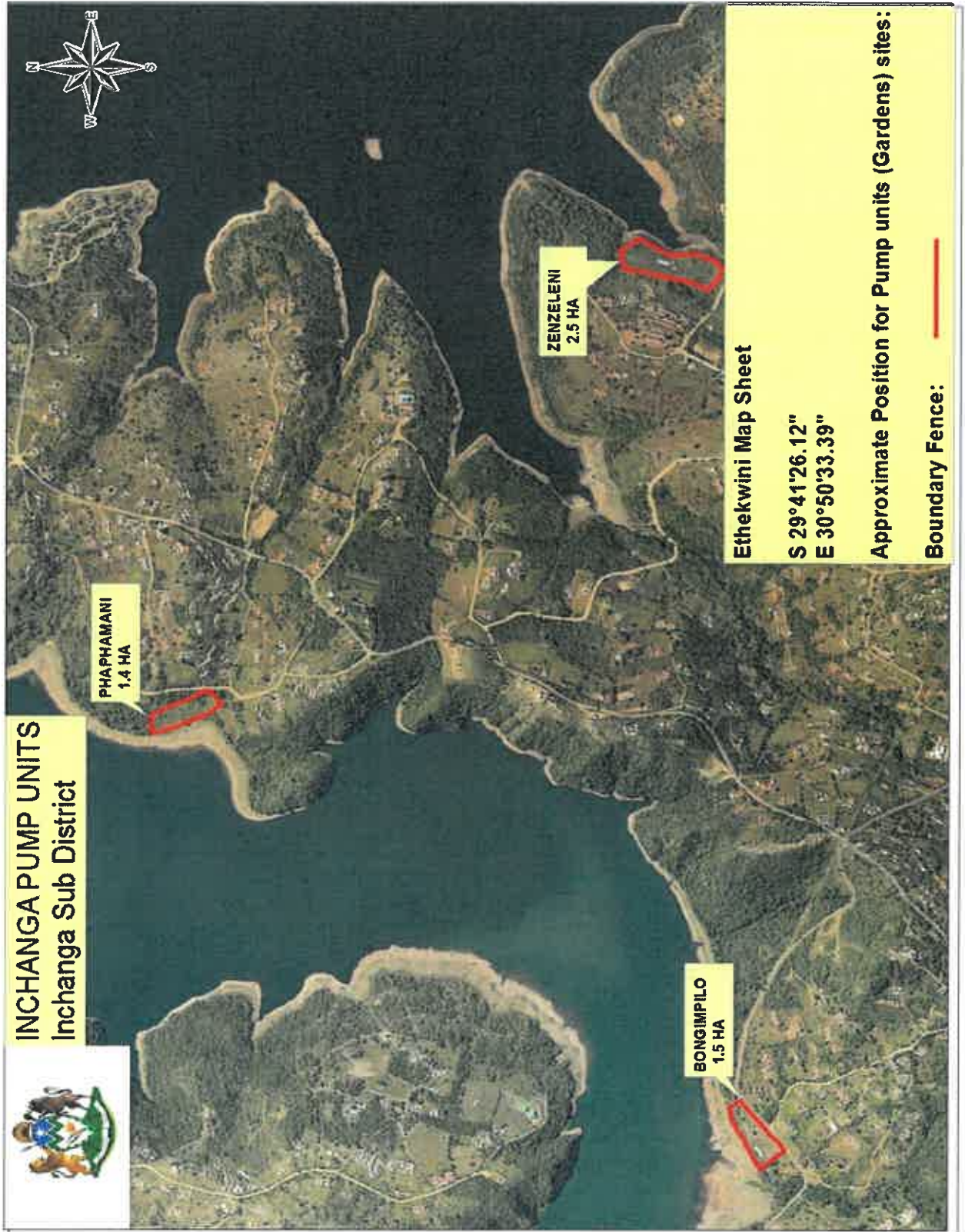
Inlet and Outlet Adapters

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 $5(D1 - D2)$.

Safety Precautions

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

ANNEXURE A: SITE LAYOUT PLAN



ANNEXURE B: BILL OF QUANTITIES

No	Pay Ref	Description	Unit	Qty	Rate	Amount
1		Suitable pump (50m@ 16m ³ /h) + diesel motor with all accessories incl hand throttle	No.	4		
2		Suitable steel base plate and bolts to mount pump	No.	4		
3		Suitable exhaust silencer/extension, pressure gauge, air valve and hour meter for above pump	Sum	4		
4		Battery for the motor, plus crank unit	Sum	4		
5		Tools required for bleeding, servicing, battery, etc	Sum	4		
6		Service kit for first service (oil, filters)	Sum	4		
7		Suitable diesel tank (20L) on stand with accessories incl. reinforce pipes to connect to pump unit	Sum	4		
8		Heavy duty suction pipe, green (4 m lenth)	No.	4		
9		Ruber hose deliver pipe (3m length)	No.	4		
10		75mm HDPE 6 piping (100m lengths)	No.	4		
11		50mm HDPE 6 piping (100m lengths)	No.	4		
12		Ancillary Material to assist in pumps installation	sum	1	R10 000.00	R10 000.00
					SUB-TOTAL	
					SUB-TOTAL	
					VAT (15%)	
					FINAL TOTAL (INCL VAT)	