



KWAZULU-NATAL PROVINCE

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

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

QUOTATION No: R/S/2324/824

DESCRIPTION OF SERVICE:

**APPOINTMENT OF SERVICE PROVIDER FOR THE REHABILITATION OF THREE (3)
BALANCING DAMS AT TUGELA FERRY IRRIGATION SCHEME (BLOCK 3 & BLOCK 5)**

NAME OF BIDDER:

Mandatory Requirements

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

COMPULSORY BRIEFING SESSION

Venue	Msinga Tugela Ferry (DARD Local Office)
Date	26 June 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: **30 June 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/2324/824	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 30 JUNE 2023	CLOSING TIME:11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: Appointment of Service Provider for the Rehabilitation of three (3) balancing Dams at Tugela Ferry Irrigation Scheme 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: Nonkanyiso Mlaba TEL NUMBER: 033 343 8186	
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 : Thamoney Naidoo (Engineer: Mr TK Onkay – 082 330 3647)
TELEPHONE NUMBER : 033 3438221/0824132591
E-MAIL ADDRESS : thamoney.aidoo@kzndard.gov.za
PROPOSED DELIVERY DATE : 10 July 2023
DELIVERY ADDRESS : Tugela Ferry Irrigation Scheme
DISTRICT : Umzinyathi
LOCAL MUNICIPALITY : Msinga

SITE BRIEFING COMPULSORY

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.	Rehabilitation of 3 Balancing Dams at Tugela Ferry Irrigation Scheme Attached is the detailed specification document. NB: Detailed Pricing Schedule is on pages 22 to 26 The final total from page 26 must be added on this page.	3				
*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 DAY 30 60 90 120

SIGNATURE.....

DATE.....

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	R/S/2324/824	CLOSING DATE:	30 June 2023
		CLOSING TIME:	11:00
DESCRIPTION	Appointment of Service Provider for the Rehabilitation of three (3) balancing Dams at Tugela Ferry Irrigation Scheme		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ,01 CEDARA ROAD, SCM BID BOX			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Nonkanyiso Mlaba	CONTACT PERSON	Mr. TK Onkay
TELEPHONE NUMBER	033 343 8186	TELEPHONE NUMBER	082 330 3647
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	Nonkanyiso.Sibisi@kzndard.gov.za	E-MAIL ADDRESS	Teklit.Onkay@kzndard.gov.za
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
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, 2017, 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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

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

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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:

.....

.....

.....

SECTION G

SBD 7.2

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 number dated..... 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)
Supply , Deliver, and Construct new plunge Ndweni dip tank at KwaGwebu area in Abaqulusi local office under Zululand District Municipality				

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

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER 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 purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller 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:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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 undertake to make payment for the goods/works as specified in the bidding documents.
- 6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

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> <ul style="list-style-type: none"> (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- <ul 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> <ul style="list-style-type: none"> (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)	

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"	<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> <ol style="list-style-type: none"> 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- <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> <ol style="list-style-type: none"> 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;"
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- 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 FOR REHABILITATION OF THREE
BALANCING DAMS AT TUGELA FERRY IRRIGATION SCHEME (BLOCK-3 & BLOCK-5)****DISCLAIMER****[1] COMPLETENESS OF THE DOCUMENT**

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

[2] OPTIONAL ITEMS

Most of the information and specifications provided in this document would apply to this particular dam rehabilitation projects. However, some options have been listed, for example regarding the requirement of a temporary pipeline, valves and concrete works, which ones would apply will be explained at the site briefing.

[3] APPLICABLE STANDARDS

The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200), with particular reference to *SANS 10400 General principles and requirements, latest version* shall apply to this Contract together with additional amendments as set out herein. Additional relevant standards will be given per item where required. The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer. These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

[4] CONTRACT DOCUMENTS

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

[5] INVOLVEMENT OF ENGINEERING STAFF

The Engineering Services Directorate (ESD) takes no responsibility for any material supplied and installed without any prior involvement of ESD before (partial) completion.

This involvement consists of, but is not necessarily restricted to:

- a. Signing off of the bid/quote document and Drawings by ESD;
- b. Presence of ESD at the handover of the site to the contractor and at the commencement of the work. The contractor is to make sure that ESD is informed of his/her intention to commence the work so that ESD presence can be assured.
- c. Supply to the contractor by ESD of at least A3 - size plans. The drawings supplied with this document are for quoting/bidding purposes only and no construction should take place before the contractor has received the bigger sized building plans.
- d. Regular site inspections by ESD and the processing of invoices on the basis of achieved progress.

District managers and other departmental end users are therefore required to involve ESD at the earliest possible stage, i.e. during PPC meetings or before submission of the request memo.

**APPOINTMENT OF A SERVICE PROVIDER FOR REHABILITATION OF THREE
BALANCING DAMS AT TUGELA FERRY IRRIGATION SCHEME (BLOCK-3 & BLOCK-5)**

TABLE OF CONTENTS PROJECT TECHNICAL SECTION			
No.	Section	Pages	Read/ Complete
1	Disclaimer	1	Read
2	Table of Contents	2	Read
3	A Terms of Reference	3	Read
4	B Special Terms & Conditions	4 - 16	Read
5	C : Project Particular Specification	17 - 19	
6	ANNEXURE A: BILL OF QUANTITIES	20 - 23	RETURNABLE
7	ANNEXURE B: SUMMARY OF SCHEDULES	24	RETURNABLE
8	ANNEXURE C: ADDITIONAL INFORMATION	25	RETURNABLE
9	ANNEXURE D: SUBCONTRACTORS	26	RETURNABLE

**APPOINTMENT OF A SERVICE PROVIDER FOR REHABILITATION OF THREE
BALANCING DAMS AT TUGELA FERRY IRRIGATION SCHEME (BLOCK-3 & BLOCK-5)****A | TERMS OF REFERENCE****1. BACKGROUND**

Tugela Ferry irrigation scheme is one of the old flood irrigation schemes established by the old government. Many farmers depend on the scheme for their livelihoods. Each farmer owns a small plot area, and they depend on a communal canal system for water supply. The scheme is divided into 7 blocks. Block-3 and block-5 are on the opposite sides of the river. All the blocks on the other side of the river are supplied by a sub-canal, which crosses the river via a siphon.

The main water conveyance concrete canal from the weir has been dilapidated over the years and the flow reaching the blocks has reduced significantly over the years. There are balancing dams in both blocks and there are different challenges in these dams. The Department sought to address the challenges by appointing a service provider to rehabilitate the dams.

2. OBJECTIVES

- 2.1. To refurbish the water conveyance system of two blocks in Tugela Ferry irrigation.
- 2.2. To appoint a suitably qualified Service Provider to remove overgrown reed and de-silt the dams.
- 2.3. To ensure continuous water supply for the farmers

3. SCOPE OF SERVICES

- 3.1. The project covers:
 - 3.1.1. Installation of a sluice gate/ water blocking plate on the main canal.
 - 3.1.2. Supply and install temporary water supply pipeline (140mm Ø; 342m long)
 - 3.1.3. Installation of 3 control valves (140mm Ø)
 - 3.1.4. Construction of a concrete manhole 1.2m X 1m X 1m for housing control valves.
 - 3.1.5. Cleaning the reed, roots and any silt manually from the dam basin. Thus, once the dam basin is dry and workable labour would be used to clean the dams using shovels.
 - 3.1.6. Reconstruction of a broken section at in two dams (at Block-3 & Block-5) using a selected clay material from the site.
 - 3.1.7. Construction of a concrete spillway (12m long X 2m wide X 150mm concrete slab over the dam wall with 200mm X 200mm concrete kerb on both sides)
- 3.2. Documents to accompany this bid specification are listed in the Table of Contents.

4. PROJECT LOCATION

- 4.1. The site is situated at Tugela Ferry area (along the Tugela River)
- 4.2. Site Coordinates: 29°34'25"S 30° 21'30"E



**APPOINTMENT OF A SERVICE PROVIDER FOR REHABILITATION OF THREE
BALANCING DAMS AT TUGELA FERRY IRRIGATION SCHEME (BLOCK-3 & BLOCK-5)**

B | SPECIAL TERMS & CONDITIONS

1. INTRODUCTION

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

2. ACCEPTANCE OF BID

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

3. AMENDMENT OF CONTRACT

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

4. BASIS OF QUANTITIES

- 4.1 Quantities are as reflected on the Bill of Quantities.

5. BBBEE CERTIFICATE

- 5.1 A bidder claiming BBBEE points must submit a valid BBBEE certificate or a sworn affidavit together with the bid.

6. CHANGE OF ADDRESS

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

8. COMPETENCY OF THE SERVICE PROVIDER

- 8.1. It is estimated that tenderers should have a CIDB contractor grading designation of 2CE/GB or higher. The contractor is to submit evidence of his/her OWN **Active** registration.
- 8.2. For evaluation processes, the Department shall apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.
- 8.3. 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.
- 8.4. **Concrete work experience is required to construct the manholes and spill way.**

9. COMPULSORY SITE BRIEFING

- 9.1 A site-briefing meeting will be held with prospective Bidders. Attendance at the meeting will be compulsory and non-attendance shall invalidate any bid. The date and time of the meeting will be



published in the Bid Advertisement or, in the case of a quote, be communicated when the prospective service provider is invited to quote.

10. COUNTER OFFERS

10.1 The Pricing schedule makes some allowance for alternative specifications. Alternative specs shall be of at least equal standards to the specified materials.

11. DELIVERY CONDITIONS

11.1 Delivery of services must be made in accordance with the instructions appearing on the official purchase order.

11.2 All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.

11.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.

11.4 The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.

11.5 All invoices submitted must be original.

11.6 Deliveries not complying with the order form shall be returned to the contractor at the contractor's expense.

11.7 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.

12. DETAILS OF CONSTRUCTION CONTRACTS AWARDED TO THE BIDDER PAST/CURRENT (ANNEXURE B)

12.1 The bidder must furnish the following details of all verifiable past and current construction contracts.

12.1.1. Date of commencement of contract/s;

12.1.2. Value per contract; and

12.1.3. Contract details; that is, with whom held, phone number and Address/s of the companies.

13. ENTERING OF DEPARTMENTAL PREMISES

13.1 No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless he/ she is accompanied by the responsible official in charge of stores.

14. EQUAL BIDS

14.1 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 for BBBEE.

14.2 If functionality is part of the evaluation process and two or more bidders score equal total points and equal preference points for BBBEE, the contract must be awarded to the bidder that scored the highest points for functionality.

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

15. INVOICES



- 15.1 All invoices submitted by the Contractor must be Tax Invoices accompanied by payment certificates, indicating the work done, the amount of tax charged and the total invoice amount.
- 15.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
 - 15.1.1. The name, address and registration number of the supplier;
 - 15.1.2. The name and address of the recipient;
 - 15.1.3. An individual serialized number and the date upon which the tax invoice is issued;
 - 15.1.4. A description of the goods or services supplied;
 - 15.1.5. The payment certificate;
 - 15.1.6. The value of the payment certificate amount, the amount of tax charged and the description of the works completed;

16. IRREGULARITIES

- 16.1 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.

17. JOINT VENTURES

- 17.1 In terms of the Preferential Procurement Regulations, 2022 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

18. LATE BIDS

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

19. NOTIFICATION OF AWARD OF BID

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

20. PAYMENT FOR SUPPLIES AND SERVICES

- 20.1 A contractor shall be paid by the Department in accordance with the services rendered as per the payment certificate.



- 20.2 There will be no payment for materials or equipment delivered to site, unless they have been installed or otherwise used in the construction process.
- 20.3 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.
- 20.4 Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
- 20.3.1 Contact must be made with the officer-in-charge of the District Office;
- 20.3.2 If there is no response from the District Office, the Director: Finance must be contacted;
- 20.5 Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

21. PERIOD OF CONTRACT

- 21.1 The contract is ad hoc / once off.
For the completion period, see Clause 59 *Period of Completion & Rate of Progress*.

22. QUALITY CONTROL/ TESTING OF PRODUCTS

- 23.1 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.
- 23.2 The same replacement obligation to the Contractor would apply during installation and during and after commissioning.
- 23.3 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.
- 23.4 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.

23. ORDER OF PRECEDENCE

- 24.1 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.

24. SUPPLIERS DATABASE REGISTRATION

- 25.1 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.
- 25.2 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.

25. TAX AND DUTIES

- 26.1 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).

26. TAX COMPLIANCE PIN

- 27.1 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.
- 27.2 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.

27. UNSATISFACTORY PERFORMANCE

- 27.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 27.2. The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).
- 27.3. 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: -
- 27.3.1. 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,
- 27.3.2. To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- 27.3.3. To Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.
- 27.4. 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.
- 27.5. When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

28. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

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

29. VALUE ADDED TAX (VAT)



- 30.1 Bid prices must be inclusive of 15% VAT.
- 30.2 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.
- 30.3 For the purposes of calculating preference points, VAT shall not be considered during quotation process.

30. SERVICE LEVEL AGREEMENT

- 31.1 The successful Bidder and the Department will sign a Service Level Agreement (SLA) prior to commencement of works. A proposed schedule of works must be provided by the contractor for the approval of the Engineer within two weeks of receiving notification of a successful bid.
- 31.2 The *Special Terms and Conditions (STC)*, the *Standard Technical Specifications (STS)* and the *Project Particular Specifications (PPS)* as listed in this bid document are deemed to form part of the SLA.

32. COMMENCEMENT OF THE WORK

- 32.1. Site establishment must start within two (2) weeks, and the actual works within three weeks after hand-over of the site, provided that;
 - 32.1.1. An official order has been issued;
 - 32.1.2. The contractor is in possession of all relevant documentation required for works execution;
 - 32.1.3. No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.
- 32.2. 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 cancel the contract

33. HANDOVER OF SITE TO CONTRACTOR

- 33.1. The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants.
- 33.2. The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects.
- 33.3. 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.
- 33.4. The Contractor is responsible in the administration, control and security on the site at all times during the contract duration.

34. WATER AND POWER

- 34.1. 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.

35. LOCATION OF CAMP



- 35.1. 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.
- 35.2. No persons other than a night watchman may sleep in the camp, without the approval of the local relevant Stakeholder.

36. HOUSING OF CONTRACTOR'S EMPLOYEES

- 36.1. 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.
- 36.2. 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.

37. LABOUR SOURCE & CAPACITY

- 37.1. 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.
- 37.2. The contractor is encouraged to source unskilled labour from the project participants or local community. The Contractor and the Departmental representative (Engineer or local Agricultural adviser) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.
- 37.3. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

38. SECURITY & RISK

- 38.1. No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.
- 38.2. 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.

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

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

40. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

- 40.1. 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.

41. DAMAGE TO PROPERTY



- 41.1. 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
- 41.2. 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.

42. UNDERGROUND CABLES AND PIPES

- 42.1. 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.
- 42.2. Should the Contractor damage underground cable or pipes, such damage shall be repaired as soon and safely as possible by the Contractor.
- 42.3. The cost of making good such damage will be met by the Contractor as this must be covered by the Contractor's works insurance.

43. DAILY RAINFALL RECORDS

- 43.1. 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.

44. INSPECTION OF WORK

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

45. NOTICE OF COVERING WORK

- 45.1. 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.
- 45.2. 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.

46. SUB-CONTRACTED WORK

- 46.1. The contractor shall not sub-contract the entire contract. The contractor must indicate in *Annexure D – Additional Information: Subcontracted Works* which part(s), if any, (s)he intends to subcontract.
- 46.2. 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.

47. INSURANCE



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

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

47.1.2. Public Liability insurance.

47.1.3. All risks (works) policy and Political.

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

48. OCCUPATIONAL HEALTH AND SAFETY

48.1. Bidders (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main bidder) must ensure that they make adequate financial provision in their bids for full compliance with the *Occupational Health and Safety Act (85/1993): Construction Regulations, 2014*, as published in the *Government Gazette* of 7 February 2014, or later amendments thereto. Financial provision shall therefore be made by each Bidder for, inter alia, the following:

- Carrying out and documenting risk assessments of all work to be carried out under the contract.
- Preparation of safe work procedures.
- Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.
- Preparation of a Project H&S File to include all requirements of Annexure A.
- Regular updating of all of the foregoing.
- Provision of medical certificates of employees.
- Provision of PPE and protective clothing for employees
- Complying with all H&S requirements for the duration of the contract.
- Provision of forced ventilation (as required when working in confined spaces).
- The completion and checking of the safety file upon completion of the works and handing it over to the Department

48.2 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.

48.3 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.

48.4 Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.

48.5 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.

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)	Before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	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	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	On commencement of construction.

48.6 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.

48.7 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.

49. INJURY TO PERSONS

49.1. 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.

50. DISAGREEMENTS

50.1. 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.

50.2. 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.

51. FIXED PRICE CONTRACT

51.1. The contract shall **not** be subject to contract price adjustment.

52. PRICING - COMPLETENESS OF BID

52.1. Bidders are required to Bid for all services, products and commissioning as specified in this document and associated plans. This includes those optional items that will be pointed out as required at the bid briefing (e.g. replacing valves, fixing cracks in the main canal). If he/she does not bid on all items, his/her bid will be rejected.

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

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

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

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

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



53. QUANTITIES OF WORK

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

54. PROGRESS PAYMENTS

54.1. 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 in the Service Level Agreement.**

54.2. 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.

54.3. 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.

54.4. 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.

54.5. The contractor shall be paid in up to a **maximum of seven** part payments. The Contractor is strongly advised to request **at least five** payments when being notified of him/her being awarded the contract.

54.6. Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (57).

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

55. COMPLETION OF THE WORKS

55.1. Work completion will be established over three stages.

55.1.1. Practical completion

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

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

57.1.3. Final completion

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

57.2. Certificates of Completion and Final Approval will be issued by the Engineer for practical and final construction completion.

56. RETENTION



- 56.1. A 10% retention will be withheld on payment for the duration of the construction.
- 56.2. 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.
- 56.3. 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.

57. DEFECT LIABILITY PERIOD

- 57.1. The defect liability period is 12 calendar months calculated from the date of Works Completion.
- 57.2. 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.

58. CONTINGENCIES

- 58.1. 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.
- 58.2. 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. Any allowance must be in line with SCM Delegations.

59. PERIOD OF COMPLETION & RATE OF PROGRESS

- 59.1. The project has to reach practical completion **within 4 months** calculated from the date of site handover.
- 59.2. If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.
- 59.3. The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause.
- 59.4. The date of completion will be extended only to the extent approved by the Department.
- 59.5. 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.
- 59.6. 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.



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

- 60.1. 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.
- 60.2. 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.
- 60.3. 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.



**APPOINTMENT OF A SERVICE PROVIDER FOR REHABILITATION OF THREE
BALANCING DAMS AT TUGELA FERRY IRRIGATION SCHEME (BLOCK-3 & BLOCK-5)**

| PROJECT PARTICULAR SPECIFICATION

1) PRELIMINARIES AND GENERAL

The contractor is to note that all insurances (administration of 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.

The cost of providing security on site should be included in the P's & G's items 1.1 and 1.2 of the Schedule of Quantities.

The Contractor is required to be able to make available all items of specified plant, labour and equipment as listed under bill of quantities. It is a condition of the contract that, the contractor to provide additional construction plant over and above the minimum specified if required. If the contractor is unable, the employer shall have the right to make use of units from the nearest approved contractor either from the same district or nearest district in which plant is available.

2) PLANT AND EQUIPMENT

The following plant will be required during the contract period.

- Tractor loader backhoe (TLB)
- Tipper truck
- Small concrete mixer

TLB will be used in the reconstruction of the broken dam sections and the tipper track to haul selected clay for the reconstruction of the dams. Moreover, both plants will also be used in damping reed, roots and silt collected during the cleaning process.

Concrete mixer

Concrete mixer is to be fitted with rubber tyred wheels so it can be towed around site. The rate bid for the concrete mixer shall include the supply of two concrete wheelbarrows.



3) LABOUR

The contract is a labor-intensive project. Cleaning the overgrown reed and silt deposits from the dam basin requires skilled and unskilled laborer's. The service provider is to supply all the necessary tools like machetes, picks and shovels. The contractor is also to supply health and safety boots and other protective clothing.

3.1 Labourers

Labourers supplied by the contractor shall be provided with a pick, a shovel, protective clothing and boots. The laborers are to undertake general manual work. Like cutting the reed, remove the roots and silt. Unskilled labor should be sourced from the community residing in the area. Arrangement shall be made with the chairperson of the project and extension officer of the area to assist with recruitments.

3.2 Semi Skilled

Semi-skilled labourers supplied by the contractor shall be provided with all tools and protective clothing in accordance with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993). Semi skilled labourers will be dealing with concrete works in the construction of manholes and the construction of the spillway.

3.3 Skilled

Skilled employees supplied by the contractor shall be provided with all tools and protective clothing in accordance with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993). Skilled man power to undertake the installation of the pipelines, installation of valves and concrete works.

3.4 Senior Plant Agent

One Senior Plant Agent will be required to assist with the supervision of the work. The Senior Plant Agent will be supplied with a LDV and must be included in the bill of quantities.

4) PLANT AND LABOUR

4.1 The plant and labour

The plant and labour as listed above is provisional only and is an estimate of the requirements for this project and is not to be taken as an undertaking that all the above will required for the full contract period.

Besides what has been specified in the bill of quantities, no plant or labour is to be brought onto site until specifically ordered in writing by the Engineer.

4.2 plant and labour time frames



- The initial plant and labour requirements are to be on site and ready to commence work within 14 days of receipt of the Letter of Acceptance. Subsequent labour and plant requirements are to be on site within 28 days of a written order.
- In the event that any plant, (excluding plant supplied on a add hock basis), trucks, or labour which has been hired is to be released prior to the end of the contract period, the Contractor inform the engineer in writing and given a minimum of 14 days' notice.
- The rate bid for all personnel listed under Item 3 is to include for the safety clothing and tools as listed together with transportation to and from the site each day and the provision of accommodation.
- It is a requirement that only suitably experienced and competent personnel be brought onto site. The Contractor is therefore advised not to bring any personnel onto site without the prior consent of the Engineer.
- The Contractor is required to give preference to local labour when appointing unskilled labour. The Contractor is also required to ascertain whether any semiskilled labour such as gangers, artisan builders, etc. can be employed locally before importing such personnel from other areas.

5) PROJECT SPECIFIC CONDITIONS

- Water flow from the main canal to be closed temporarily using sandbags upstream of block-3
- Water to be pumped out from the dam basin $\pm 5000\text{m}^3$ (rental pump to be used)
- uPVC pipe line to be installed to supply water from the canal to existing manholes. 340m long X 140mm \varnothing CI uPVC pipe to be supplied .
- Pipeline to be installed above ground level, thus on top of the dam basin.
- Service provider to undertake a detailed investigation of the condition of the dam wall, dam lining membrane and depth of the silt deposit above the membrane.
- Service provider to supply a detailed report of his/her findings.
- The overgrown reed in the dam basin had to removed mechanically. Thus, service provider to use manual labor to cut all the reed.
- Service provider to use shovels or any other hand tools to remove the roots and silt. No machinery is to be used in removing the reed, roots and silt.
- All the rubbish removed from the dam including the roots to be transported and stockpiled in a designated area. The damp site to be with in the scheme $\pm 1\text{km}$ from the dams. Such spot will be discussed with the farmers and will be indicated at the site briefing.

6) CONSTRUCTION OF A CONCRETE SPILL WAY

Dam no-3 in block-5 (refer to Map in annexure-D) is to be reconstructed using a selected clay material. Overspill from the dam have damaged the dam wall in two sections; these bridged sections are to be reconstructed using imported clay material. Earth works in the reconstruction to be compacted in layers of 200mm. Special care is required to avoid damaging the membrane (dam lining) during construction.

Concrete spillway is to be constructed to divert overflow from the dam. Dimension of the spillway (12m long X 2m wide X 200mm) 25 Mpa reinforced concrete with a pre-casted concrete kerb on the sides.



**PRICING SCHEDULE FOR REHABILITATION OF IRRIGATION DAMS AT TUGELA FERRY
IRRIGATION – PAGE 1**

ITEM #	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A PRELIMINARY & GENERAL¹						
A .1	8.3	FIXED-CHARGE ITEMS				
A .1.1	8.3.1	Contractual Requirements	Sum	1		
A.1.2	8.3.2	Establish Facilities on the Site :				
		a) Facilities for Contractor				
A.1.2.1		Offices and storage sheds	Sum	1		
A.1.2.2		Ablution and latrine facilities	Sum	1		
A.1.2.3		Water supplies, electric power and communications	Sum	1		
A.1.2.4		Plant, Tools and equipment	Sum	1		
		b) Other fixed-charge obligations (Please specify):				
A.1.2.5	8.3.3	_____	Sum	1		

A.1.2.6	8.3.4	c) Removal of Contractor's Site establishment on completion	Sum	1		
	PAM	OCCUPATIONAL HEALTH & SAFETY ACT				
A.1.2.7	PAM 8.2.1	All costs and obligations to comply with the OHS Act Construction Regulations	Sum	1		
TOTAL (Forward to Summary page) >>						R
¹ Contractor to submit only values for those items he/she will actually use for this particular contract. Priced items that are not used will not be paid for.						



**PRICING SCHEDULE FOR REHABILITATION OF IRRIGATION DAMS AT TUGELA FERRY
IRRIGATION – PAGE 2**

ITEM #	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A PRELIMINARY & GENERAL (CTD)¹						
A.2	8.4	TIME-RELATED ITEMS				
A.2.1	8.4.1	Contractual Requirements	Sum	1		
	8.4.2	Operate and maintain facilities on the Site:				
	8.4.2.1	a) Facilities for Contractor for duration of construction, except where otherwise stated				
A.2.2		Offices and storage sheds	Sum	1		
A.2.3		Ablution and latrine facilities	Sum	1		
A.2.4		Plant, Tools and equipment	Sum	1		
A.2.5		Water supplies, electric power and communications	Sum	1		
A.2.7	8.4.4	Company and head office overhead costs	Sum	1		
A.2.8	8.4.5	Other time-related obligations	Sum	1		
	PAM	OCCUPATIONAL HEALTH & SAFETY ACT				
A.2.9	PAM 8.2.2	Time related obligations to comply with the OHS Act Construction Regulations	Sum	1		
			TOTAL (Forward to Summary page) >>			

¹ Contractor to submit only values for those items he/she will actually use for this particular contract. Priced items that are not used will not be paid for.

Total Carried Forward to Summary Page>>	R
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**PRICING SCHEDULE FOR REHABILITATION OF IRRIGATION DAMS AT TUGELA FERRY
IRRIGATION – PAGE 3**

ITEM #	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A.3	8.5	SUMS STATED PROVISIONALLY BY ENGINEER				
	8.5	For work to be done by Contractor				
A.3.1		a) Allow for provisional sum to fix the membrane (dam basin sealant) if there are leaks or damages which would only be known after removing the reed grass and silt deposit	Prov. Sum			R 80,000.00
A.3.2		b) Overheads, charges and profit on item A.3.1. Percentage tendered >>:%	%			
	8.7	Dayworks				
A.3.7		<u>Plant</u> Designated plant for use during the stated periods. Applicable only to specifically identified plant, for example TLB and a tipper truck to transport selected clay material	Prov Sum			R 30,000.00
A3.8		Overheads, charges and profit on item A.3.7 Percentage tendered >>.....%	%			
DE		EARTH WORKS				
DE1.1	8.1.2	Supply selected clay material from a selected area with in 1Kms of the dam	m ³	200		
DE1.2	8.1.2	Load and damp rubbish collected from the dam basin (reed grass and silt) to a designated area with in 1Kms	Sum	1		
GA		CONCRETE WORKS				
GA1.1	8.1.3	Construction of a spillway at block-5 balancing dam concrete strength 25Mpa	m ³	10		
GA1.2		Supply and construct pre-casted edge kerbs 100mm X 150mm	m	24		
GA1.3	8.1.2	Supply and install Ref 395 Reinforcing mesh 2.4m X 6m	No	3		
Total Carried Forward to Summary >>					R	



**PRICING SCHEDULE FOR REHABILITATION OF IRRIGATION DAMS AT TUGELA FERRY
IRRIGATION – PAGE 4**

ITEM #	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C.1	PPS C	CLEANING THE DAM (REMOVING REED GRASS, ROOTS, AND SILT DEPOSITS) Cleaning two dams (Mechanical removal of the reed grass, roots, and silt). Labour force to include unskilled and skilled personnel.				
C1.1		Unskilled labour (20 labourers to work for 60 days)	No	1200		
C1.2		Skilled labour (experience with concrete and pipe works, 5 people to work for 30days)	No	150		
C2		PROTECTIVE CLOTHING AND TOOLS				
C2.1		Protective clothing for all employees (boots, truck suits e.t.c)	Sum	1		
C3		TOOLS FOR MANUAL CLEANING OF THE DAMS				
C3.1		Hand tools include: shovel, spade, matchets, steel racks, wheel barrow e.t.c	Sum	1		
C3.2		An Electric hedge trimmer	No	3		
L1		uPVC Pipes and Fittings				
L1.1	8.1	Supply and install 140mm Ø Class 6 uPVC pipes	m	342		
L1.2	8.2	Supply and Install 140mm Ø 90° elbow fittings	No	5		
L2		Control Valves				
L2.1		Supply and install 140mm Ø butterfly type control valve	No	3		
L2.2		Supply and install 50mm Ø butterfly type control valve	No	20		
Total Carried Forward to Summary >>					R	



ANNEXURE C

ADDITIONAL INFORMATION

Please indicate your experience and expertise by completing the table.

No	Name of project + Period	Project description & Value	Name and contact number of referee
1			
2			
3			
4			
5			



ANNEXURE D

SUBCONTRACTORS

Please list which parts of the works will be sub-contracted.

NO.	ASSOCIATED WORKS	SUB-CONTRACTED? YES/NO	NAME & CONTACT DETAILS OF SPECIALIST SUPPLIER
1	Cleaning the Dams (removal of the reed grass and silt)		
2	Installation of a pipeline		
3	Earth work or mixing bridged dam wall		
4	Concrete works (Spillway)		
	OTHER (PLEASE SPECIFY)		
5		YES	
6		YES	
* For works marked with an * the subcontracting is mandatory if the service provider is not a specialist in this field.			