



## **KWAZULU-NATAL PROVINCE**

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

### **KWAZULU NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

**Quotation No: R/S/2526/2463**

#### **CUT, CLEAR AND BURN REEDS AT MAKHATHINI SUB-SURFACE DRAINAGE CANAL AND APPLY CHENICALS THEREAFTER**

#### **NAME OF BIDDER**

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#### **Mandatory Requirements:**

1. Minimum of CIDB Grading 2CE or 2SH or higher
2. Certified copy of affidavit / BBBEE Certificate/ CSD report (for purpose of claiming specific goals)

| COMPULSORY SITE BRIEFING |                             |
|--------------------------|-----------------------------|
| DATE                     | 14/11/2025                  |
| MEETING ADDRESS/ VENUE   | Makhathini Research Station |
| BRIEFING/MEETING TIME    | 11H00                       |

**Return of Quotations:** Quotations must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, Hilton Offices, 04 Oak Pin Avenue, Hilton 3201

**For more information, please contact the following official:**

**For: Technical Enquiries**  
**Mzukisi Ngejane**  
**076 935 8905**

**For: Quotation/SCM enquiries:**  
**Msawenkosi Tembe**  
**033 343 8358 /066 306 7201**

**CLOSING DATE: 21 NOVEMBER 2025 TIME: 11:00 AM**



## KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

### INVITATION OF QUOTATION FROM R1 - R1 MILLION

THIS FORM MUST BE COMPLETED IN DETAIL AND MUST BE ACCOMPANIED BY **A VALID BBBEE CERTIFICATE/SWORN AFFIDAVIT /CSD REPORT**

|                                                                                                                                                                                                        |                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| QUOTATION NUMBER: <b>R/S/2526/2463</b>                                                                                                                                                                 | VALIDITY PERIOD OF QUOTATION..... Days<br>(To be completed by the Supplier)                                                       |
| CLOSING DATE: <b>21/11/2025</b>                                                                                                                                                                        | <b>CLOSING TIME: 11H00</b>                                                                                                        |
| DESCRIPTION(SPECIFICATION/S) OF ITEMS/<br>SERVICE REQUIRED:<br><br><b>CUT, CLEAR AND BURN REEDS AT MAKHATHINI SUB-SURFACE DRAINAGE CANAL AND APPLY CHEMICALS THEREAFTER</b><br><br>(See attached spec) | COMPANY NAME: _____<br><br>TEL NO: _____<br><br>FAX NO: _____<br><br>CONTACT PERSON: _____<br><br><b>CSD REG NUMBER MAAA.....</b> |
| DOES OFFER COMPLY WITH SPECIFICATION?                                                                                                                                                                  | YES/NO<br>(DELETE WHICH EVER IS NOT APPLICABLE)                                                                                   |
| DOES ARTICLE COMPLY WITH SABS SPECIFICATION?<br>HAS IT BEEN INSPECTED BY SABS?                                                                                                                         | YES/NO<br>YES/NO<br>(DELETE WHICH EVER IS NOT APPLICABLE)                                                                         |
| DELIVERY PERIOD AFTER INITIAL ORDER?                                                                                                                                                                   |                                                                                                                                   |
| IS THE PRICE FIRM                                                                                                                                                                                      |                                                                                                                                   |
| WHERE ARE THE STOCK HELD?<br>(PHYSICAL ADDRESS, PLEASE)                                                                                                                                                |                                                                                                                                   |
| QUOTATION PRICE INCLUDING VAT<br>(VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)                                                                                                                      | TOTAL: R .....                                                                                                                    |
| COMPANY OFFICIAL STAMP/ COMPANY NAME                                                                                                                                                                   | .....<br>SIGNATURE OF BIDDER<br><br>.....<br>DATE                                                                                 |
| <b>Quotation to be returned to: Senzo Ndlela</b><br><b>Department of Agriculture &amp; Rural Development:</b><br><b>4 Pin Oak Avenue, Hilton 3245</b><br><b>Tel. No: 033 343 8493</b>                  |                                                                                                                                   |
| <b>NB: DOCUMENT MUST BE COMPLETED IN FULL</b><br><b>THIS QUOTATION COVER PAGE MUST BE COMPLETED AND RETURNED WITH ALL YOUR SUPPORTING DOCUMENTS.</b>                                                   |                                                                                                                                   |

**FOR ENQUIRY ONLY**

**END-USER NAME** : Mzukisi Ngejane  
**CELLPHONE NUMBER** : 076 935 8905  
**E-MAIL ADDRESS** : Sibongile.ndlela@kzndard.gov.za  
**PROPOSED DELIVERY DATE** : 30 November 2025  
**DELIVERY ADDRESS** : Makhathini Sub-surface Drainage Canal  
**LOCAL MUNICIPALITY** : Jozini Local Municipality  
**7DISTRICT** : All Municipalities (DC27)

| LINE NO.                                             | DESCRIPTION OR SPECIFICATION OF ITEM                                                                                                                                                                                             | REQUIRED QUANTITY | UNIT PRICE EXCL. VAT |   | TOTAL PRICE |   |
|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------|---|-------------|---|
|                                                      |                                                                                                                                                                                                                                  |                   | R                    | C | R           | C |
| 1.                                                   | APPOINTMENT OF A SERVICE PROVIDER FOR THE PHYSICAL CLEANING AND REHABILITATION OF THE STORM WATER AND SUBSURFACE DRAINAGE CANAL AT BLOCK 15, MAKHATINI IRRIGATION SCHEME – JOZINI LOCAL MUNICIPALITY UNDER UMKHANYAKUDE DISTRICT | 1                 |                      |   |             |   |
| * LABOUR (IF APPLICABLE)                             |                                                                                                                                                                                                                                  |                   |                      |   |             |   |
| *DELIVERY (IF APPLICABLE)                            |                                                                                                                                                                                                                                  |                   |                      |   |             |   |
| TOTAL                                                |                                                                                                                                                                                                                                  |                   |                      |   |             |   |
| *ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT |                                                                                                                                                                                                                                  |                   |                      |   |             |   |
| TOTAL PRICE                                          |                                                                                                                                                                                                                                  |                   |                      |   |             |   |
| <b>CIDB Grading</b> (IF APPLICABLE): 2CE or 2SH      |                                                                                                                                                                                                                                  |                   |                      |   |             |   |

**COMPANY NAME** : \_\_\_\_\_

**CSD NUMBER** : \_\_\_\_\_

**ADDRESS** : \_\_\_\_\_

**CONTACT PERSON** : \_\_\_\_\_

**CONTACT NUMBER** : \_\_\_\_\_

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

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

**SIGNATURE**.....

**DATE**.....



**APPOINTMENT OF A SERVICE PROVIDER FOR CLEANING AND REHABILITATION OF  
THE STORMWATER AND SUBSURFACE DRAINAGE CANAL AT BLOCK 15, MAKHATINI  
IRRIGATION SCHEME – JOZINI LOCAL MUNICIPALITY UNDER UMKHANYAKUDE  
DISTRICT**



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

**October 2025**

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| 1                                                  | Table of Contents                                                                             | 1            | NO                         |
| 2                                                  | A   General Notes & Disclaimer                                                                | 2            | NO                         |
| 3                                                  | B1   Special Conditions of Contract -<br>2015 SAICE General Conditions of Contract as amended | 3 - 7        | NO                         |
| 4                                                  | B2   Special Conditions of Contract - Additional                                              | 8 - 15       | NO                         |
| 5                                                  | C   Terms of Reference                                                                        | 16           | NO                         |
| 6                                                  | D   Scope of Works                                                                            | 17           | NO                         |
| 7                                                  | E   Standard Technical Specifications                                                         | 18 - 21      | NO                         |
| 8                                                  | F   Project Particular Specifications                                                         | 22 - 24      | NO                         |
| 9                                                  | APPENDICES                                                                                    | 25           |                            |
| 8                                                  | APPENDIX 1: PRICING DATA                                                                      | 26 - 31      | YES                        |
| 9                                                  | APPENDIX 2A   Contractor's Health & Safety Declaration                                        | 32 - 33      | YES                        |
|                                                    | APPENDIX 2B   Pro Forma OHS Agreement                                                         | 34 - 37      | NO                         |
| 11                                                 | APPENDIX 3   Locality Map                                                                     | 38-39        | NO                         |
| 12                                                 | APPENDIX 4   Drawings                                                                         | 40           | NO                         |



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## A | GENERAL NOTES AND DISCLAIMER

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### 1 COMPLETENESS OF THE DOCUMENT

- 1.1 The information provided in this document is done in good faith. Information regarding subsurface conditions, materials on site and other site information supplied is for the contractor's convenience, as an indication of conditions likely to be encountered.
- 1.2 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.
- 1.3 The information provided will not be regarded as in any way limiting the Contractor's responsibilities. He/ She will be held to have satisfied him/herself of all conditions to be encountered on site and to allow accordingly in his/her tendered rates.

### 2 APPLICABLE STANDARDS

- 2.1 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.
- 2.2 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.
- 2.3 These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

### 3 CONTRACT DOCUMENTS

- 3.1 This contract is governed by the conditions of the Special Conditions of Contract (Section B1 & B2) and must be read in conjunction with the referenced Drawings of Appendix 4
- 3.2 If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Schedule 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 an early stage, but not later than before the commencement of any construction.
- 3.3 The same applies for purported differences between the technical specifications and schedule of quantities.

### 4 ERRORS

- 4.1 Whilst efforts have been made to ensure correctness of the document, especially regarding Technical Information; Bill of Quantities, formatting; numbering and referencing etc. the onus lies with the contractor and those utilizing this document to verify all information and to confirm such, especially during pricing.
- 4.2 In instances where works/items are referenced in the Technical Information but omitted in the Bill of Quantities, and the error is picked up before the job is awarded, an amended BoQ will be sent for pricing before closure of the bid/quote. If the error only comes to the light after award of the job, the omitted item(s) will be paid for from the Contingencies allocation, after a market related quote was submitted by the SP and approved by the Engineer, and installation of the item has taken place.



**APPOINTMENT OF A SERVICE PROVIDER FOR CLEANING AND  
REHABILITATION OF THE STORMWATER AND SUBSURFACE DRAINAGE CANAL AT  
BLOCK 15, MAKHATINI IRRIGATION SCHEME – JOZINI LOCAL MUNICIPALITY UNDER  
UMKHANYAKUDE DISTRICT**

**B | SPECIAL CONDITIONS OF CONTRACT  
Section 1: Amendments to GCC 2015 (3<sup>rd</sup> Edition)**

*This contract will be governed by the General Conditions of Contract (CC 2015 - Third Edition), as per the amendments tabled below (Section B1), as well as by additional Special Conditions of Contract (SCC) (Section B2). If any of the GCC clauses were to contradict or differ from the SCC, the SCC one(s) will prevail.*

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**GENERAL CONDITIONS OF  
CONTRACT AS PER GCC  
2015 (III) AMENDMENTS**

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**B1 | AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT****(1)**

May 2024 version

| #  | SECTION | ACTION      | CLAUSE    | AMENDMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----|---------|-------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | 1.2.1   | Insert      | 1.2.1     | Any written communication “(be it electronic or otherwise)) between the parties [...] etc                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2  | 1.2.1   | Add         | 1.2.1.3   | Extra sub-clause: “1.2.1.3 it can be established that any means of electronic written notification by email, short message service or otherwise, can reasonably be expected to have been received by the addressee.”                                                                                                                                                                                                                                                                                                                                                                           |
| 3  | 2.2.4   | Add         | 2.2.4.2   | “In addition, the total of the additional works should not exceed the balance of the Contingencies or, if applicable, the approved Variation Order amount.”                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4  | 2.3     | Add         | 2.3.2     | The contractor is to provide an estimate of the costs of the additional work, if possible on the basis of his rates as per the Pricing data and/or quotes from suppliers. The costs 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 make a recommendation to the responsible manager who will subsequently take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor. |
| 5  | 3.1.1   | Replace     | 3.1.1     | “A registered professional in a built environment profession that is appropriate to the Scope of Work” by: “an Engineering professional in an Engineering field that is appropriate for the Scope of Work, e.g. Agricultural and/or Civil Engineering”                                                                                                                                                                                                                                                                                                                                         |
| 6  | 3.3.1   | Insert      | 3.3.1     | The Employer’s Agent shall be entitled, “but not without giving prior notice to the Contractor”, to appoint a person [...]etc                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 7  | 3.3.3   | Remove      | 3.3.3     | “Notwithstanding the aforesaid” the powers and [...] etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 8  | 4.2.2   | Add         | 4.2.2     | [...] in terms of Clause 3.3.4. “Should the Employer’s Agent find that works were executed or items were purchased that he could not approve of and was not consulted about on instruction of any other persons, he is entitled to instruct the contractor to correct the disputed works at his own costs”.                                                                                                                                                                                                                                                                                    |
| 9  | 4.4.2   | Add         | 4.4.2 (2) | Sub-clause (2): “The Department reserves the right to negotiate with the contractor the use of a sub-contractor if it is felt that the subcontractor nominated by the Contractor is likely to be unable to successfully implement the proposed works.”                                                                                                                                                                                                                                                                                                                                         |
| 10 | 4.4.5   | Remove      | 4.4.5     | Any appointment of a subcontractor “in accordance with clause 4.4.4” shall not amount to, etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 11 | 4.5.3   | Insert      | 4.5.3     | “Unless specified otherwise in the procurement document”, the Contractor shall be [...] etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 12 | 4.7.1   | Insert (2x) | 4.7.1     | [...] instructions for dealing therewith. “The notification duty equally applies to the discovery of graves with human remains.” If, by reason of such instructions, the Contractor suffers delay to Practical Completion and/or incurs proven additional cost he can make a claim in accordance with Clause 10.1.                                                                                                                                                                                                                                                                             |
| 13 | 5.3.2   | Replace     | 5.3.2     | Replace “within the number of days stipulated in the Contract Data from the Commencement Date”, by “at the site handover, or at the latest two (02) weeks after site handover, but before commencement of any works”,                                                                                                                                                                                                                                                                                                                                                                          |
| 14 | 5.3.2   | Replace     | 5.3.2.1   | Replace “terminate the Contract in terms of Clause 9.2.” by: “suspend the commencement of the work until such time that the documentation is in order”.                                                                                                                                                                                                                                                                                                                                                                                                                                        |

**B1 | AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT (2)**

May 2024 version

| #  | SECTION  | ACTION   | CLAUSE   | AMENDMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----|----------|----------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15 | 5.3.2    | Add      | 5.3.2.2  | Sub-clause: "(2) In the sustained absence of the correct documentation, the Employer will terminate the Contract in terms of Clause 9.2."                                                                                                                                                                                                                                                                                                                                  |
| 16 | 5.10.1   | Remove   | 5.10.1   | "The Contractor may, in writing to the Employer's Agent, demand compliance within a stated time by the Employer with the terms of the Contract, which terms shall be specified in such demand." If the Contractor suffers[...] etc.                                                                                                                                                                                                                                        |
| 17 | 5.10.1   | Rephrase | 5.10.1   | If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure or delay on the part of the Employer, his agents, employees or other contractors (not employed by the Contractor), the Contractor "can submit for consideration to the Employer's agent an Extension of Time for Practical Completion and/or monetary compensation request" in accordance with Clause 10.1 within 28 days after the cause of the delay occurred. |
| 18 | 5.13.1   | Replace  | 5.13.1   | [...] "the sum stated in the Contract Data" By: "an amount of up to 0.05% of the contract sum minus the Contingencies"                                                                                                                                                                                                                                                                                                                                                     |
| 19 | 5.13.1   | Remove   | 5.13.1   | "including special non-working days"                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 20 | 5.13.1   | Insert   | 5.13.1   | [...] Practical Completion. "This amount shall be subtracted from the Retention moneys and/or from the claim of one of the part payments". The imposition or [...]                                                                                                                                                                                                                                                                                                         |
| 21 | 5.14.1   | Replace  | 5.14.1   | "to the requirements for achieving practical completion as set out in the Contract Data" by:<br>"to the extent that the works can be used for the purpose they were intended."                                                                                                                                                                                                                                                                                             |
| 22 | 5.14.3   | Add      | 5.14.3.3 | "The Contractor will not be responsible to repair wear and tear to the facility as a result of the occupation before completion."                                                                                                                                                                                                                                                                                                                                          |
| 23 | 5.14.4   | Insert   | 5.14.4.1 | "As soon as the work referred to in the further list "(Snaglist)" issued in terms of [...] etc                                                                                                                                                                                                                                                                                                                                                                             |
| 24 | 5.14.4   | Insert   | 5.14.4   | Certificate of Completion "of Works"                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 25 | 5.15.1   | Add      | 5.15.1   | "Usable surplus materials that have been fully paid for should be left on site, provided they are not obstructing access, are no source of pollution, nor an eyesore, and the owners of the site are in agreement, and have established, in consultation with the Employer's agent, that the use of the items left behind does not constitute a health hazard.                                                                                                             |
| 26 | 5.14.5   | Insert   | 5.15.5   | Certificate of Completion "of Works"                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 27 | 5.14.5.4 | Replace  | 5.14.5.4 | "Employer" by: "beneficiary/ies"                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 28 | 6.1.1    | Add      | 6.1.2    | Subclause: This is a re-measurement Contract in terms of Clause 1.1.1.28 in which the Contractor is paid an amount determined from the actual quantities of work completed multiplied by the rates or prices for such work subject to adjustments in accordance with the Contract.                                                                                                                                                                                         |
| 29 | 6.2.1    | Insert   | 6.2.1    | [...] Employer's Agent, "if so requested in the Special Conditions of Contract for this Contract or the SLA", as part of the [...], etc.                                                                                                                                                                                                                                                                                                                                   |
| 30 | 6.4.1.4  | Add      | 6.4.1.4  | [...] of Clause 6.5, "if the pricing schedule solicited rates for day work items".                                                                                                                                                                                                                                                                                                                                                                                         |

**B1 | AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT****(3)**

May 2024 version

| #  | SECTION                | ACTION  | CLAUSE             | AMENDMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----|------------------------|---------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 31 | 6.4.1                  | Add     | 6.4.1.5            | <i>"Alternatively, the Employer's Agent may issue an instruction to the Contractor to submit a quote for those items required for the additional work on the basis of supplier quotes, and combine these, if applicable, with day work rates, if these are available. The Contractor will in this case be compensated on a proven cost, plus mark-up basis."</i>                                                                                                                                                                                                                            |
| 32 | 6.6.1.2.1<br>6.6.1.2.2 | Replace | 6.6.1.2            | Executed by a subcontractor appointed in terms of Clause 4.4.3, the Contractor shall be paid the sum or sums paid or due to be paid by him to the subcontractor, <i>"plus the mark-up percentage stated by the Contractor in his Pricing Data, or, in the absence thereof, a default mark-up of 10%."</i>                                                                                                                                                                                                                                                                                   |
| 33 | 6.6.3                  | Add     | 6.6.3              | [...] Contract price <i>"and will not be paid out to the Contractor"</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 34 | 6.7.1                  | Add     | 6.7.1.1<br>6.7.1.2 | <i>"Should, in the view of the Contractor, the quantities or volumes provided in the Bill of Quantities/Pricing Data differ substantially of those required for the Works, he should point such out to the Employer's agent who will subsequently consider it:</i><br>6.7.1.1 <i>The degree to which the volumes and quantities exceed the ones provided in the Pricing data would warrant payment from the Contingencies allocation;</i><br>6.7.1.2 <i>Reduced numbers, volumes and quantities would warrant consideration as savings."</i>                                                |
| 35 | 6.8.1                  | Add     | 6.8.1              | <i>"with the exception of the cases mentioned under clauses 6.8.2, 6.8.3, 6.8.4 and 6.8.5."</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 36 | 6.8.2                  | Add     | 6.8.2              | <i>"set out in the Contract Price Adjustment Schedule" "(Section 11.2)."</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 37 | 6.8                    | Add     | 6.8.5              | New section:<br><i>"6.8.5 Price adjustments through balancing of the pricing data<br/>"6.8.5 Should the Engineering Agent find that the rates of prices of individual line items of the original Pricing are not realistic, the Employer's Agent may request the Contractor to balance the Pricing Data and amend the items under consideration upwards or downwards to bring them in line with market values and submit them for approval to the Contractor, who will not unreasonably reject them. If accepted, these adjusted values become binding throughout the Contract period."</i> |
| 38 | 6.9.4                  | Add     | 6.9.4              | At end of clause 6.9.4:<br>[...] incorporation in the Permanent Works. <i>"Any surplus material that has been fully paid for should be left on site after completion of the Works, adhering to the provisions made under Clause 5.15.1."</i>                                                                                                                                                                                                                                                                                                                                                |
| 39 | 6.10.1                 | Replace | 6.10.1             | <i>"With regards to [...] as the Employer's Agent may require) and" [...] By:</i><br><i>"The Employer's Agent after having inspected the Works shall prepare a payment certificate provided that enough progress is made, and send it to the Contractor for consideration. After the Contractor and the Employer's Agent have agreed on the valuation, the Contractor will submit an invoice for payment. The Employer's Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify [...] etc."</i>                                                     |

**B1 | AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT (4)**

May 2024 version

| #  | SECTION    | ACTION     | CLAUSE                                         | AMENDMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----|------------|------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 40 | 6.10.2     | Insert     | 6.10.2.1                                       | Extra sub clause before present clause 6.10.2 (Present section 6.10.2 becomes 6.10.2.1):<br>"6.10.2.1 No valuation of or payment for materials will be made that have not been installed or otherwise been incorporated in the Works, unless the Employer's Agent has approved a written request for a special arrangement in this regards, prior to the delivery of the materials to site. The request should detail the type and quantities and/or volumes of the materials, and the estimated total value, including transport and delivery to site, of the materials, which will exclude plant and building equipment."                                |
| 41 | 6.10.2.2   | Insert     | 6.10.2.2                                       | Present clause 6.10.2 becomes 6.10.2.2: insert before start of sentence)<br>"6.10.2.2 Should the Employer's Agent grant in principle approval for materials delivered to site to be included in the valuation", the Contractor shall deliver with his statement, pursuant to Clause 6.10.1.5, copies of invoices or receipts in respect of the purchase and delivery of the materials for which the Contractor claims payment.                                                                                                                                                                                                                             |
| 42 | 6.10.2.3   | Replace    | 6.10.2.3                                       | "6.10.2.3 The valuation of such materials shall be shall be "based on" by:<br>"50% of the total" of the purchase price [...] etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 43 | 6.10.3     | Add        | 6.10.3                                         | [...] Contract data. "Apart from the retention percentage as stated in the contract data, there will be no limit to the amount of Retention money, unless the Contractor has submitted a bank guarantee, in which case the Retention limit will be 5% of the contract value minus the contingencies                                                                                                                                                                                                                                                                                                                                                        |
| 44 | 6.10.6     | Remove     | 6.10.6.2                                       | Entire sub section.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 45 | 7.5.3      | Correction | 7.5.3                                          | [...] in writing (in which even the shall be deemed to" to be corrected to<br>[...] in writing, in which event the Employer's Agent shall deemed to have given, etc                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 46 | Chapter 10 | Refer      | Chapter 10                                     | Where GCC 2015 clauses regarding Claims & Disputes would deviate from procedures used by KZN DARD Legal Services, the latter will prevail.<br>Entire Contract Price Adjustment Schedule by:<br>11. CONTRACT PRICE ADJUSTMENT SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 47 | CPAS       | Replace    | 11<br>11.1<br>11.2<br>11.2.1<br>11.2.2<br>11.3 | 11.1. Contract Price adjustments (CPA's) would only apply to those contracts that actually HAVE price adjustment provisions included in them. Most contracts are of the Fixed Price type.<br>11.2. For the determination of contract price adjustment factors, the latest STATS SA Construction Materials Price Indices Statistical Releases will be used. The following tables will be used:<br>11.2.1. Table 1 (CPAP Work Group Indices);<br>11.2.2. Table 2 (Construction Input Price Index (CIP)) – Material Purchases By Type of Service.<br>11.3. Project specific weightings will be used and applied to the relevant workgroups of Tables 1 and 2. |



## **B | SPECIAL CONDITIONS OF CONTRACT**

### **Section 2: Additional Special Conditions**

- *These Special Conditions of Contract (SCC) should be read in conjunction with the General Conditions of Contract for the Construction Industry, GCC 2015 (Third edition) clauses, as amended.*
- *If any of the Special Conditions of Contract (SCC) clauses listed below would contradict, or in any way deviate from a corresponding clause of the GCC 2015, the SCC one will prevail.*

## **B2 | SPECIAL CONDITIONS OF CONTRACT - ADDITIONAL**

### **1. CONSTRUCTION PERIOD, DUE COMPLETION DATE & CONTRACT PERIOD**

- 1.1. The total contract period will be **Seven (7) months**.
- 1.2. The contract period will start at the site handover and finish with the end/ expiry of the liability period.
- 1.3. The completion period from the site hand over up to practical completion of the project will be **One (03) months**. The commencement of work should be no later than 14 days after the handover.
- 1.4. Works Completion, shall be no later than 1 month after practical completion. When all outstanding work from the snag list has been attended to.
- 1.5. The liability period will be **Three (03) calendar months** calculated from the date of completion of works.

### **2. COMPETENCY OF THE SERVICE PROVIDER**

- 2.1. The Bidder should have a CIDB contractor grading designation of **2CE** or higher. Since the Department has no Contractor Development Programme in terms of the CIDB/Dept of Public Works National Contractor Development Programme (2010), PE grading designations do not apply.

### **3. WATER AND POWER**

- 3.1. The Contractor shall make the necessary arrangements for the provision of any water and power, and will make sufficient back up arrangements to mitigate the effects on the progress of the work due to scheduled or unscheduled power outings.
- 3.2. 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.

### **4. LOCATION OF CAMP**

- 4.1. No persons other than a night watchman may sleep in the camp, without the approval of the beneficiaries.
- 4.2. The contractor is to make portable toilets available for his staff and workforce, and place these in consultation with the beneficiaries.



## **5. HOUSING OF CONTRACTOR'S EMPLOYEES**

- 5.1. The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site.
- 5.2. No housing is available on site, but the Contractor can make arrangements with the beneficiaries for temporary accommodation for staff or labourers.
- 5.3. 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.

## **6. LABOUR SOURCE & CAPACITY**

- 6.1. The Contractor will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.
- 6.2. The contractor is encouraged to source labour from the local community. The Contractor will negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.
- 6.3. 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.
- 6.4. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

## **7. SECURITY & RISK**

- 7.1. No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.
- 7.2. The Contractor shall also be responsible for safeguarding all his/her plants, machinery, equipment and materials on site. The Employers Agent 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.

## **8. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY**

- 8.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.
- 8.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.
- 8.3. The Contractor shall remain fully responsible for all material and plant etc. until the completed works and site have been officially handed over.
- 8.4. The placement and use of a temporary shipping container inside the precinct for the storage of tools and equipment will be allowed, provided that prior approval for such, including the location of the container, will have been obtained from the beneficiaries.
- 8.5. The Contractor must demarcate the work site clearly, using danger tape or other suitable means as per the requirements of OHS regulations.



## **9. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.**

- 9.1. The Contractor is advised that he will be held responsible for any damage to the existing paving, roads, municipal pavements, fences, boundary walls, etc., and will have to repair such damage at his/her expense.
- 9.2. Refer to GCC 2015 (III) Clauses 8.4 (Indemnifications ) and 8.5 (Reporting of Accidents).

## **10. DAMAGE TO PROPERTY**

- 10.1. 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.
- 10.2. Should the Contractor damage underground cable or pipes, or any other damage on property belonging to the Department, or any private property including buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department, the Contractor will be required to repair, in a perfect and workmanlike manner, all damage to the approval of the Engineer.
- 10.3. The cost of making good such damage, will be met by the Contractor as this must be covered by the Contractor's works insurance.

## **11. DAILY RAINFALL RECORDS**

- 11.1. 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, or if the measured rainfall was not excessive, did not notably hinder the works, and/or did not deviate drastically in terms of the average number of rain days or total rainfall for the month for the area, the Department is under no obligation to grant extension of the completion period on the grounds of inclement weather.
- 11.2. Refer to GCC 5.12.1 (Extension of time for Practical Completion).

## **12. INSPECTION OF WORK**

- 12.1. The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.
- 12.2. The Engineering Representative may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.
- 12.3. The Engineer must inspect and approve all reinforcement and formwork/ shuttering if applicable, prior to pouring any concrete.

## **13. NOTICE OF COVERING WORK**

- 13.1. The Contractor shall give due notice to the Engineering Representative 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.
- 13.2. 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 Engineering Representative.

## **14. SUB-CONTRACTED WORK**

- 14.1. GCC 2015, Section 4.4 (Sub-contracting) will apply.



14.2. The contractor shall not sub-contract the entire contract.

## 15. INSURANCES

15.1 Refer to GCC 2015 section 8.6.1 (Insurances).

15.2 Before the commencement of any work, the Contractor is required to provide written proof of the following insurances for the project awarded to them:

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

15.2.2. Public Liability insurance.

15.2.3. All risks (works) policy and Political.

15.3 The Contractor shall provide the Engineering Representative with proof that Insurance has been obtained for the contract period.

## 16. OCCUPATIONAL HEALTH AND SAFETY

16.1. 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:

16.1.1. Carrying out and documenting risk assessments of all work to be carried out under the contract.

16.1.2. Preparation of safe work procedures.

16.1.3. Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.

16.1.4. Preparation of a Project H&S File to include all requirements of Table 1 and Appendix 2A.

16.1.5. Contractor to complete the Contractors Health and Safety Declaration in Appendix 2A.

16.1.6. Regular updating of all of the above.

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. |



- 16.1.7. Provision of medical certificates of employees.
- 16.1.8. Provision of PPE and protective clothing for employees.
- 16.1.9. Complying with all H&S requirements for the duration of the contract. In case of observed non-compliance the contractor will be requested to cease all work and take corrective action.
- 16.1.10. Provision of forced ventilation (as required when working in confined spaces).
- 16.1.11. The completion and checking of the safety file upon completion of the works and handing.
- 16.2. The bidder is to indicate in Appendix 2A – Tables 1.1 and 1.2 the bid amounts for the OHS related items.
- 16.3. 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 (A.1.2.8 - Fixed) and A.2.2.6 - Time Related) have been included in the Bill of Quantities for Health and Safety.
- 16.4. Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.
- 16.5. 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.
- 16.6. 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.
- 16.7. 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.

## **17. QUANTITIES OF WORK**

- 17.1. This is a re-measurement contract in terms of GCC 2015 – Definition 1.1.1.28 and Section 6.1.2 (Amendment 28). The Contractor shall receive payment only for the works actually executed and approved by the Engineering Representative.

## **18. PROGRESS PAYMENTS**

- 18.1. For construction works, payment shall only be paid for claims that are commensurate with the works actually executed and complete.
- 18.2. Payment for construction items will only be made against the progress as pertaining to built/installed items. Movable construction items and materials on site are generally **excluded** from progress payments until they have been fully installed or fitted or built up.
- 18.3. 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 writing by the Engineer before commencement of the works.
- 18.4. 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.



- 18.5. 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.
- 18.6. With generally one month between the issuing of payment certificates, and 2-4 weeks between the submission of the claim and payment, **the contractor must be able to carry about 6-8 weeks of expenditure** before he/she gets paid.
- 18.7. The contractor shall be paid in up to a **maximum of Twenty (20) part payments**, not exceeding the number reflected on the official Order.
- 18.8. Part payments will be made after the Department has certified the progress per work phase, and after successful delivery and installation (if and when required) of supply items, all in accordance with the Clause 19 (Retention).
- 18.9. Work Phases/ BoQ line items do not have to be completed in their entirety in order to be included in a claim. An estimate will be made by the Engineering Representative of the degree of progress, expressed as a percentage, made with the work phase or line item. More than one work phase can be included in a claim.
- 18.10. Part payments will be made after the Engineering Representative has approved the work and will be made in accordance with the Retention clause (19).
- 18.11. The penultimate payment occurs after Works completion. The final payment will be made at Final (Approval) completion after the **03 months'** liability period when the contractor has dealt with all defects, if any.

## 19 RETENTION MONEY

- 19.1 If no, or the wrong type of performance guarantee is submitted by the contractor, or if such a submission is in the wrong format or too late, a 10% retention will be automatically withheld on each of the payment certificates up to, but not including Practical completion. Refer to GCC (2015) 6.2.2. (Contractor failing to select or provide security).
- 19.2 In case a bank/insurance/performance guarantee was issued, the retention will be 5%.
- 19.3 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 towards the end of the defect liability period, **03 months** after Completion of Works, the bidder having eliminated all defects, if any.
- 19.4 In some instances, the Employers Agent 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 if such would be the case.
- 19.5 GCC 2015 – Sections 6.10.3 (Retention Money) and 6.10.5 (Payment of Retention money) have reference.

## 20 DEFECT LIABILITY PERIOD

- 20.1 The defect liability period is **03** calendar months calculated from the date of the issuing of the Works Completion Certificate.
- 20.2 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.



## 21 CONTINGENCIES

- 21.1 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 (part 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.
- 21.2 Written approval from the Engineering Representative for the use of the Contingencies allocation is required *before* any purchases can be made or any work is started from this allocation.
- 21.3 After the need for contingencies has been identified and approved by the Engineering Representative, the contractor will submit a quote for approval to the Engineering Representative 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. Where these are not available, (the) supplier(s)' quotes is/are to be submitted with the Contractor's quote for the agreed upon contingencies.
- 21.4 The total costs of all contingencies shall not exceed the total of the Contingencies allocation for the project (10% of the net contract value before VAT), plus the possible savings made on other work items, unless official permission for a Variation Order has been granted before the additional work has been approved. The Engineering Representative will take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.

## 22 TIME FOR PRACTICAL COMPLETION & DUE COMPLETION TIME

- 22.1 The project has to reach practical completion within **Three (03) months**, calculated from the date of the site handover.
- 22.2 The whole of the Works shall be completed within the Due Completion Date at Completion of Works, which in this case will be no later than **Four (04) months** after the site hand over.
- 22.3 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.
- 22.4 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.
- 22.5 The date of completion will be extended only to the extent approved by the Department.
- 22.6 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.
- 22.7 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.
- 22.8 Refer to the GCC 2015 Clause 5.14 (Completion) and the relevant clauses of sections:

2.2 Adverse physical conditions

5.5 Time for Practical Completion



- |     |                           |      |                                            |
|-----|---------------------------|------|--------------------------------------------|
| 2.3 | Technical data            | 5.10 | Delays attributable to the employer        |
| 2.4 | Ambiguity and discrepancy | 5.12 | Extension of time for Practical Completion |
| 4.8 | Facilities for others     | 5.13 | Penalty for Delay                          |

## 23 COMPLETION OF THE WORKS

- 23.1 Work completion will be established over three stages:

### 24.1.1 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.

### 24.1.2 Completion of Works

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 the retention money.

### 24.1.3 Final Approval completion

Final Completion occurs after expiry of the liability period, **03 months=00** after Completion of Works.

- 24.2 Completion Certificates for Practical Completion, Completion of Works and Final Approval Completion will be issued by the Engineer after the respective construction phases have been completed.

## 24 PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 Refer to GCC 2015 Section 5.13 (Penalty for delay).

## 25 BALANCING OF THE BID

- 25.1 In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Bill of Quantities are required to be in balance.
- 25.2 A bid will be considered to be *out of balance* if:
- 25.2.1 The combined, extended total tendered for the Contractor's General Obligations (Preliminary & General):
- |          |                            |
|----------|----------------------------|
| 25.2.1.1 | Fixed Charge Preliminaries |
| 25.2.1.2 | Time-Related Preliminaries |
| 25.2.1.3 | Provisional Sums           |



Exceeds a maximum of 15 % of the contract value (excluding contingencies, contract price adjustment and VAT).

- 25.2.2 The rate, price or amount tendered for any other item, (taking into account the possible inclusion into the item of other costs factors for the item, like installation and transport), differs substantially from market-related price as determined for that item at around the closing date of the bid.
- 25.2.3 These adjustments in rectification will be such that increases are balanced by decreases, leaving the bid amount itself unchanged.
- 25.2.4 Adjustments to be made and agreed upon with the Employer within five (5) working days of having been given written notice by the Employer to make adjustments, failing which the bid may be cancelled.



**APPOINTMENT OF A SERVICE PROVIDER FOR CLEANING AND REHABILITATION OF THE STORMWATER AND SUBSURFACE DRAINAGE CANAL AT BLOCK 15, MAKHATINI IRRIGATION SCHEME – JOZINI LOCAL MUNICIPALITY UNDER UMKHANYAKUDE DISTRICT**

**C | TERMS OF REFERENCE**

**1. BACKGROUND**

- 1.1 In previous years, DARD installed subsurface drainage system in block 15 in order to lower the level of water table, thereby ensuring cultivation and working of the land. This system requires continuous maintenance for the continued operation of the scheme. The canals are now overgrown and starting to affect subsurface drainage system. The canals need major cleaning to ensure the scheme remains operational.

**2. OBJECTIVES**

- 2.1. The purpose of the operation is to restore the full hydraulic efficiency and structural integrity of the concrete subsurface drainage canal at Block 15 through systematic cleaning, removal of sediment, vegetation and debris, repair of canal panels, and reinstatement of access roads. The works will ensure effective stormwater conveyance and prevent further siltation and blockages.

**3. SCOPE OF SERVICES**

- 3.1. The works will include:
- 3.2. The scope of work covers the cleaning, rehabilitation, and restoration of approximately 4 100m of trapezoidal concrete canal.
- 3.2.1. Activities include excavation and removal of sediment and reeds, manual cleaning of excess works, repair of existing damaged canal panels,
- 3.2.2. Grading and reshaping of access and canal maintenance roads.
- 3.2.3. Manual removal of excess material left behind.
- 3.3. Clearing of the site and removal of any loose waste building material.

**4. PROJECT LOCATION**

- 4.1. Makathini Irrigation Scheme, 15km North East of the town of Jozini.
- 4.2. Site Coordinates
- 27°29' 45.7" S; 32°11' 33.5"E



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## **D | SCOPE OF WORKS**

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### **1. CLEANING AND REHABILITATION OF THE STORMWATER AND SUBSURFACE DRAINAGE CANAL AT BLOCK 15**

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1.1. The works will include:

1.2. The scope of work covers the cleaning, rehabilitation, and restoration of approximately 4 100m of trapezoidal concrete canal.

1.2.1. Activities include excavation and removal of sediment and reeds, manual cleaning of excess works, repair of existing damaged canal panels,

1.2.2. Grading and reshaping of access and canal maintenance roads.

1.2.3. Manual removal of excess material left behind.

1.3. Clearing of the site and removal of any loose waste building material.

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## E | STANDARD TECHNICAL SPECIFICATIONS

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### 1. PRELIMINARIES & GENERAL

The contractor is to note that all insurances (UIF, workmen compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the contractor's responsibility and attention throughout the contract duration until handover of the project. This item also includes Occupational Health & Safety Act requirements. The Department reserves the right to stop progress of the works in case of non-compliance until these conditions are complied with.

### 2. APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

2.1. For the purpose of this Contract the relevant SANS specifications shall apply- specifically SABS 1200: *Standardized Specification for Civil Engineering Construction* specifications shall apply. The following sections shall in particular apply here:

2.1.1. **SABS 1200 AA - 1986** (General - Small Works),

2.1.1.1. Materials: SABS 1200 AA (3);

2.1.1.2. Testing: SABS 1200 AA (7);

2.1.2. **SABS 1200 DA -1988** (Earthworks - Small Works)

2.1.3. **SABS 1200GA – 1982** (Concrete - Small Works).

2.1.3.1. Materials SABS 1200 GA (3)

2.1.3.2. Mixing, pouring and curing of concrete: SABS 1200 GA (5.4)

2.1.3.3. Testing: SABS 1200 GA (7)

2.1.4. **SANS 50197-1:** Cement: Common cement 32,5N or R to SANS 50197-1

### 3. APPLICABLE STANDARDS: EARTHWORKS AND SITE PREPARATION

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

3.1.1. **SABS 1200 AA - 1986** (General - Small Works),

3.1.1.1. Site preparations & establishment: SABS 1200 AA (4).

3.1.1.2. Setting out of works: SABS 1200 AA (5.1.1)

### 4. APPLICABLE STANDARDS: STANDARD (ABRIDGED) PREAMBLE FOR ALL TRADES

4.1. All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer.

### 5. MATERIALS AND CONSTRUCTION

5.1. All materials must be newly purchased and conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage, curtains, etc... 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 CNCI standards and recommendations

### 6. STANDARD CONCRETE MIXES

6.1. Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m<sup>3</sup>.



- 6.2. 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 m<sup>3</sup> of concrete is required for an average quality sand and optimum quantity 19mm stone.
- 6.3. Concrete for non-structural purposes shall be "Prescribed mix concrete" produced in accordance with the requirements indicated in Table 3.

| TABLE 3: STANDARD CONCRETE MIXES                                                  |                                             |                                             |                                                                      |              |               |
|-----------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------|----------------------------------------------------------------------|--------------|---------------|
| Class of Concrete                                                                 | Min. Compressive Strength in MPA at 28 Days | Max. Nominal Size of Coarse Aggregate in mm | Proportion of Constituents<br>>> 1 Wheelbarrow = 2 bags of cement << |              |               |
|                                                                                   |                                             |                                             | Cement (Parts)                                                       | Sand (Parts) | Stone (Parts) |
| A                                                                                 | 10                                          | 37,5                                        | 1                                                                    | 4            | 5             |
| <b>B<sup>1</sup></b>                                                              | <b>15</b>                                   | <b>19,0</b>                                 | <b>1</b>                                                             | <b>3</b>     | <b>4</b>      |
| C                                                                                 | 20                                          | 19,0                                        | 1                                                                    | 2.5          | 3.5           |
| D                                                                                 | 25                                          | 19,0                                        | 1                                                                    | 2            | 3             |
| E                                                                                 | 30                                          | 19,0                                        | 1                                                                    | 2            | 2½            |
| <i><sup>1</sup> Applicable mix for this contract for the concrete pole bases.</i> |                                             |                                             |                                                                      |              |               |

## 7. STANDARD PLASTER & MORTAR MIXES

- 7.1. The standard plaster mixes are as listed in Table 4:

| TABLE 4: STANDARD PLASTER MIXES |                           |                       |            |                                   |
|---------------------------------|---------------------------|-----------------------|------------|-----------------------------------|
| PLASTER CLASS:                  | MIX RATIO:<br>(By Volume) | MASONRY<br>CEMENT: kg | LIME:<br>L | SAND: (loose and<br>damp) L (max) |
| Rich mix (fdns, wet areas)      | 1 : 4                     | 50                    | 0-10       | 130                               |
| General purpose                 | 1 : 5                     | 50                    | 0-40       | 165                               |

- 7.2. The standard mortar mixes are as listed in Table 5:

| TABLE 5: STANDARD MORTAR MIXES |                           |                       |            |                                   |
|--------------------------------|---------------------------|-----------------------|------------|-----------------------------------|
| MORTAR CLASS                   | MIX RATIO:<br>(By Volume) | MASONRY<br>CEMENT: kg | LIME:<br>L | SAND: (loose and<br>damp) L (max) |
| I                              | 1 : 4                     | 50                    | 0-10       | 130                               |
| II                             | 1 : 6                     | 50                    | 0-40       | 200                               |

## 8. FINISHES TO IN-SITU CONCRETE

### 8.1. Class U1 Ordinary Finish

Immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides set accurately to level. No mortar shall be added and noticeable surface irregularities caused by the displacement of



coarse aggregate shall be made good by re-screeding after removing or tamping down the offending aggregate.

#### **8.2. Class U2 Wood Float Finish**

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a wood float. Floating shall be started as soon as the screed finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

#### **8.3. Class U3 Coarse Brush Surface Finish**

The concrete surface shall first be brought to a Class U1 ordinary finish. A coarse brush finish is then applied with a coarse bristle brush. "Brushing" shall be started soon after screeding to produce a uniform patterned coarse surface finish with a rough surface texture in the direction of the desired drainage direction.

#### **8.4. Class U4 Steel Float Finish**

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a steel power float. Floating shall be started as soon as the screeded finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

### **9. SITE CLEARANCE**

#### **9.1. Applicable standards**

SANS 2001 - Construction Works Part BS1: Site Clearance. SANS 2001 standard specifications are deemed to satisfy the provisions of SANS 10400 (The application of the National Building Regulations).

#### **9.2. Areas to be cleared and grubbed.**

The area to be cleared and grubbed for this particular project will be specified in the Project Specific Specifications and/or the BoQ/Pricing schedule. The contractor shall not commence with clearing and grubbing until the Department's Agent, in cooperation with the farm manager/ landowner has determined the exact fence with pickets.

#### **9.3. Cutting of trees**

9.3.1. *Precautions.* The contractor shall take the necessary precautions to prevent injury to persons and animals and damage to structures and other private and public property. Where necessary, trees shall be cut in sections from the top downwards.

9.3.2. *Branches overhanging boundaries.* The branches of trees to be left standing shall be so trimmed as not to encroach upon the space (of height at least 7m) vertically above any carriageway, railway formation, or other designated area.

9.3.3. *Preservation of trees.* No tree shall be cut down until the engineer has given written authorization for such work to commence.

#### **9.4. Clearing**

9.4.1. *Clearing shall consist of:*

9.4.1.1. The removal of all trees, rubbish, fences, and all other material that may interfere with the construction of the work.

9.4.1.2. The disposal of all material resulting from clearing.

9.4.1.3. The removal of rocks and boulders of size up to 0.15m<sup>3</sup> that are lying on the surface to be cleared or exposed during the clearing operations.

9.4.1.4. Where fences have to be taken down, sorting, coiling, and stacking of the material.

9.4.1.5. The removal and stacking of other reusable materials as scheduled.



9.4.2. *Haulage.* The moving of a certain amount soil or gravel may be inherent in or unavoidable during the process of clearing. No extra payment will be made for the removal such soil or gravel.

9.4.3. *Re-clearing of vegetation.* If during the contract period vegetation should again grow on any portion of the site, borrow areas, or the areas that have been cleared in accordance with the specification, the Engineering Representative may, if considers it necessary, order that such area be re-cleared. Such re-clearing shall include the removal and disposal of grass, shrubs, and other vegetation, as in the first clearing operation.

## **9.5. Grubbing**

9.5.1. Stumps and roots larger than 75mm in diameter shall be removed to a depth of at least 600mm below the finished level and at least 100mm below the original ground level. Where the area has to be compacted, all stumps and roots including matted roots shall be removed to a depth of at least 200mm below the cleared surface.

9.5.2. Except in borrow areas, cavities resulting from grubbing shall be backfilled with approved material and compacted to a density at least equal to that of the surrounding ground.

## **9.6. Conservation of topsoil**

9.6.1. The terms of Sub-clause 5.2.2 of SANS 1200DA: 1988 shall apply.

## **9.7. Site leveling and landscaping**

9.7.1. Levelling and landscaping. After completion of the works those areas affected by the levelling will need to be landscaped, that is all cut soil will need to be spread out uniformly over the area/slopes adjacent to the building area, and uprooted and cut vegetation is to be removed and taken to a site as per the instructions of the beneficiaries/landowners and in consultation with the Engineer.

## **9.8. Other general works specifications**

9.8.1 Site demarcation. The building footprint must be pegged out by the contractor and will be checked by the Engineering representative before actual works can begin.

9.8.2 Safeguarding of materials. All material to be supplied and delivered to site. Proper security measures must be implemented in consultation with the school principles to safeguard it prior to installation. It is the contractor's responsibility to ensure the correct material is delivered and measures are taken to safeguard it until the project is handed over.

9.8.3 SABS Compliance. Sound engineering practices and adherence to the relevant SABS construction codes should be applied to secure integrity of the structure. In the absence of compliance and proof of improvement after having been pointed out shortcomings by the Departmental representative, the contractor may be instructed to halt construction and be replaced by another contractor.

9.8.4 Surplus material. Surplus material will be retained by the department and should any surplus material be taken by the contractor, or any material not be supplied, payment will be made based on what has been actually used/put in (to) the works. All material must be checked by a departmental representative prior to installation.

9.8.5 Completion & Hand over. The works must be fully functional on completion. The contractor will remain responsible for the works including all materials, and the official hand over and final payment will not take place until such time that the entire structure is fully functional and all defects have been repaired.



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## F | PROJECT SPECIFIC SPECIFICATIONS

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*Appendix 4 has the drawings showing most of the technical specifications for this fence*

### 1. Site Preparation and Safety

A detailed site inspection will be conducted to identify obstructions, unstable canal banks, and access limitations. Working areas will be demarcated with safety signage and barrier tape. All labourers and machine operators will be equipped with the required PPE including hard hats, reflective vests, safety boots, gloves, and eye protection. A site safety officer will monitor compliance with health and safety regulations throughout the operation.

### 2. Mechanical Cleaning

Medium-size mechanical equipment will be deployed to remove reeds, debris, and silt from the canal bed and side slopes. The removed material will be loaded onto dump trucks and disposed of at an designated spoil site. Care must be taken not to damage intact concrete panels during excavation.

### 3. Manual Cleaning and Finishing

Labourers will remove residual material missed by the excavator, including debris near bridge crossings, culverts, joints, and tight corners. Collected debris will be transported to the designated spoil area. All personnel will use the prescribed PPE during manual operations.

### 4. Grub of Material Removal

The removed material will be loaded onto dump trucks and disposed of at an designated spoil site within a radius of 5 kilometer. Care must be taken not to damage intact concrete.

### 5. Backfilling and Erosion Control

Areas behind eroded or undermined canal panels will be backfilled with selected G7 material in layers not exceeding 200 mm and compacted to at least 95% Mod AASHTO density.

### 6. Grading of Canal Roads

Canal access roads will be graded to restore smooth access along the canal length. Roads will be compacted using a smooth drum roller for stability.

### 6. Environmental Considerations

Measures will be taken to prevent contamination of canal water with fuel, oil, or chemicals. Debris and spoil material will be disposed of responsibly at approved sites. Mechanical works will be limited to daylight hours to minimize noise impact. Final inspection will confirm clear flow paths and compliance with environmental standards.



## **7. Quality Assurance and Supervision**

The works will be supervised daily by the site foreman and project engineer. Daily progress, material quantities, and photographic records will be maintained. A final inspection will be carried out jointly with the client to confirm that works meet all specifications.



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**G | LIST OF APPENDICES**

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|     |                                                       |         |
|-----|-------------------------------------------------------|---------|
| 1   | APPENDIX 1: PRICING DATA                              |         |
| 1.1 | 1.1 Bill of Quantities                                | 26 - 30 |
| 1.2 | 1.2 Summary of Sections/ Schedules                    | 31      |
| 2   | APPENDIX 2A: Contractor's Health & Safety Declaration | 32- 33  |
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| 4   | APPENDIX 4: Drawing 02 – TYOICAL CANAL PROFILE        | 40      |



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## APPENDIX 1

### BOQ/ PRICING SCHEDULE CLEANING AND REHABILITATION OF THE STORMWATER AND SUBSURFACE DRAINAGE CANAL AT BLOCK 15

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#### NOTES

1. **Supervision costs** are included under P&G's, Time-related item A.2.2.5
2. All quantities provided in the pricing schedule are calculated approximations provided as a first estimate to assist the bidder with his/her pricing. However, the onus is on the contractor to verify the figures before commencement of the works.
3. Contingencies and Provisional Sums are for the Project and not the Service provider. **Therefore the use of the Contingencies and Provisional sum allocation is not a given and no payment will be made from this allocation for work that has not been approved by the engineer and duly completed.**
4. Exclude VAT in your line item pricing.
5. Totals per page to be transferred to Summary of Sections Page (32) for total quote.
6. Payment will only be considered for those items listed in the BoQ against which **actual expenditure** was incurred.
7. Payment of Time Related P&G's will be pro-rata the progress made and not as per the time elapsed since commencement of the works.
8. In case any items of the BoQ have been priced in such a manner that they lack realism, they will be balanced against other items that are deemed to be underquoted for at the start of the contract.
9. The total of all P&G's excluding Provisional Sums, Contingencies and VAT should not exceed 15% of the Contract Value.



## APPENDIX 1 | PRICING SCHEDULE | SECTION A | PRELIMINARY &amp; GENERAL | PAGE 1

| ITEM #                                                                                                       | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                 | UNIT | QTY | RATE     | AMOUNT |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|----------|--------|
| <b>A</b>                                                                                                     | <b>BILL NO. 1 - PRELIMINARIES</b>                                                                                                                                                                                                                                                                                                                                           |      |     |          |        |
| <b>A.1</b>                                                                                                   | <b>FIXED-CHARGE ITEMS <sup>1</sup></b>                                                                                                                                                                                                                                                                                                                                      |      |     |          |        |
| A.1.1                                                                                                        | <b>Contractual Requirements</b><br>The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance                                                                                                                                                         | Sum  | 1   | R        | R      |
| A.1.2                                                                                                        | <b>Establishment of Facilities on the Site :</b><br><b>Facilities for Contractor</b><br>The sum for this item in shall cover the cost of providing, establishing and commissioning on the Site facilities for the Contractor's staff. These facilities adequately equipped to allow the work to commence and to proceed to completion as required in terms of the contract. |      |     |          |        |
| A.1.2.1                                                                                                      | a) Offices and storage sheds                                                                                                                                                                                                                                                                                                                                                | Sum  | 1   | R        | R      |
| A.1.2.2                                                                                                      | e) Ablution and latrine facilities                                                                                                                                                                                                                                                                                                                                          | Sum  | 1   | R        | R      |
| A.1.2.3                                                                                                      | f) Plants, tools and equipment<br>Designated tools & equipment or tools & equipment for designated operations or plant for use during stated period. Applicable only to specifically identified tools and equipment.                                                                                                                                                        | Sum  | 1   | R        | R      |
| A.1.2.4                                                                                                      | g) Water supplies, electric power and communications                                                                                                                                                                                                                                                                                                                        | Sum  | 1   | R        | R      |
| A.1.2.6                                                                                                      | h) Removal of Contractor's Site establishment on completion<br>The sum shall cover the cost of the demolition on and the removal from the surface of the Site of all items established in terms of A.1.2, and shall provide for the making good and the restoring of the Site to the satisfaction of the Engineering Representative.                                        | Sum  | 1   | R        | R      |
| A.1.2.7                                                                                                      | Clean up site and removal of building rubble etc. off-site upon completion of project                                                                                                                                                                                                                                                                                       | Sum  | 1   | R        | R      |
| A.1.2.8                                                                                                      | <b>OHS COMPLIANCE</b><br>All costs and obligations to comply with the OHS Act Construction Regulations<br>See Appendix 2A (Contractors Health & Safety Declaration) and SCC Clause 16.1-16.6 (Occupational Health & Safety)<br><b>&gt; Insert the Total here for Fixed Items from Appendix 2A, Table 1.1.</b>                                                               | Sum  | 1   | R        | R      |
| <b>Sub-Total Page 1 &gt; Transfer To Summary Page &gt;&gt;</b>                                               |                                                                                                                                                                                                                                                                                                                                                                             |      |     | <b>R</b> |        |
| <sup>1</sup> Amounts or parts thereof will only be paid out if actual approved expenditure has occurred. <<< |                                                                                                                                                                                                                                                                                                                                                                             |      |     |          |        |


**APPENDIX 1 | PRICING SCHEDULE | SECTION A | P&G'S – TIME RELATED ITEMS | PAGE 2**

| ITEM #                                                                     | DESCRIPTION                                                                                                                                                                                                                                                                                                                           | UNIT  | QTY | RATE     | AMOUNT |
|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|----------|--------|
| A                                                                          | <b>BILL NO. 1 - PRELIMINARIES</b>                                                                                                                                                                                                                                                                                                     |       |     |          |        |
| <b>A.2</b>                                                                 | <b>TIME-RELATED ITEMS <sup>1</sup></b>                                                                                                                                                                                                                                                                                                |       |     |          |        |
| A.2.1                                                                      | <b>Contractual Requirements</b><br>The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance.                                                                                                                  | Month | 4   | R        | R      |
| A.2.2                                                                      | <b>Establishment of Facilities on the Site :</b><br><br><b>Facilities for Contractor</b><br>The sum for this item shall cover the cost of providing, establishing and commissioning on the Site these facilities adequately equipped to allow the work to commence and to proceed to completion as required in terms of the contract. |       |     |          |        |
| A.2.2.1                                                                    | a) Offices and storage sheds                                                                                                                                                                                                                                                                                                          | Month | 4   | R        | R      |
| A.2.2.2                                                                    | e) Ablution and latrine facilities                                                                                                                                                                                                                                                                                                    | Month | 4   | R        | R      |
| A.2.2.3                                                                    | f) Plants, tools and equipment<br>Designated tools & equipment or tools & equipment for designated operations or plant for use during stated period. Applicable only to specifically identified tools and equipment.                                                                                                                  | Month | 4   | R        | R      |
| A.2.2.4                                                                    | g) Water supplies, electric power and communications                                                                                                                                                                                                                                                                                  | Month | 4   | R        | R      |
| A.2.2.5                                                                    | Other time-related obligations <u>including site Supervision</u>                                                                                                                                                                                                                                                                      | Month | 4   | R        | R      |
| A.2.2.6                                                                    | <b>OHS COMPLIANCE</b><br>All costs and obligations to comply with the OHS Act Construction Regulations<br><br>See Appendix 2A (Contractors Health & Safety Declaration) and SCC Clause 16.1 - 16.6 (Occupational Health & Safety)<br><br><b>&gt; Insert the Total here for Time Related Items from Appendix 2A, Table 1.2.</b>        | Month | 4   | R        | R      |
| <b>Sub-Total Page 2 &gt; Transfer To Summary of Sections Page &gt;&gt;</b> |                                                                                                                                                                                                                                                                                                                                       |       |     | <b>R</b> |        |

<sup>1</sup> Amounts or parts thereof will only be paid out if actual approved expenditure has occurred.



## APPENDIX 1 | PRICING SCHEDULE | SECTION A | P&amp;G'S – PROVISIONAL SUMS | PAGE 3

| ITEM #   | DESCRIPTION                                                                                                                                                                    | UNIT   | QTY | RATE | AMOUNT    |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----|------|-----------|
| A.3      | SUMS STATED PROVISIONALLY BY ENGINEER                                                                                                                                          |        |     |      |           |
| A.4      | Day Works                                                                                                                                                                      |        |     |      |           |
|          | <b>General (Small Works) –</b><br><i>Please note: These rates will only apply for additional, un-scoped contingency work, <b>not</b> to works that are scoped in this BoQ.</i> |        |     |      |           |
| A.4.1    | <u>Labour (rates per person per day)</u>                                                                                                                                       |        |     |      |           |
| A.4.1.1  | Skilled                                                                                                                                                                        | R/ day | 1   | R    | Rate only |
| A.4.1.2  | Semi-Skilled                                                                                                                                                                   | R/ day | 1   | R    | Rate only |
| A.4.1.3  | Un-Skilled                                                                                                                                                                     | R/ day | 1   | R    | Rate only |
| A.4.2    | <u>Plant (rates per plant item per hour all-in, including fuel, operator and delivery to site)</u>                                                                             |        |     |      |           |
| A.4.2.1  | 4X4 TLB                                                                                                                                                                        | R/ hr  | 1   | R    | Rate only |
| A.4.2.2  | Water Tank                                                                                                                                                                     | R/ hr  | 1   | R    | Rate only |
| A.4.2.3  | Front End Loader                                                                                                                                                               | R/ hr  | 1   | R    | Rate only |
| A.4.2.4  | Bob Cat                                                                                                                                                                        | R/ hr  | 1   | R    | Rate only |
| A.4.2.5  | Tipper Truck: 6m <sup>3</sup>                                                                                                                                                  | R/ hr  | 1   | R    | Rate only |
| A.4.2.6  | Vibrating (Mini) Roller                                                                                                                                                        | R/ hr  | 1   | R    | Rate only |
| A.4.2.7  | Plate Compactor                                                                                                                                                                | R/ hr  | 1   | R    | Rate only |
| A.4.2.8  | Poke Vibrator and Drive                                                                                                                                                        | R/ hr  | 1   | R    | Rate only |
| A.4.2.9  | Impact Rammer (Wacker)                                                                                                                                                         | R/ hr  | 1   | R    | Rate only |
| A.4.2.10 | 10t Roller compact                                                                                                                                                             | R/ hr  | 1   | R    | Rate only |
| A.4.2.11 | 8m crane truck                                                                                                                                                                 | R/ hr  | 1   | R    | Rate only |
| A.4.2.12 | Grader (CAT, BELL or Similar approved)                                                                                                                                         | R/ hr  | 1   | R    | Rate only |

<sup>1</sup> \*Amounts or parts thereof will only be paid out if actual approved and proven expenditure has occurred. <<<


**APPENDIX 1 | PRICING SCHEDULE | SECTION B | SUBSURFACE DRAINAGE CANAL |**  
**PAGE 4**

| ITEM #   | DESCRIPTION                                                                                                 | UNIT                 | QTY    | RATE | AMOUNT |
|----------|-------------------------------------------------------------------------------------------------------------|----------------------|--------|------|--------|
| <b>B</b> | <b>CLEANING AND REHABILITATION OF THE STORMWATER AND SUBSURFACE DRAINAGE CANAL.</b>                         |                      |        |      |        |
|          | <i>All rates for <u>fencing</u> items to include labour and supervision.</i>                                |                      |        |      |        |
| B.1      | Mechanical clean the drainage canal and removing sludge using 20t excavator                                 | m <sup>2</sup>       | 35 000 | R    | R      |
| B.2      | Haul of grub material (sludge and slashed reeds) at 5km distance                                            | m <sup>3</sup> / 5km | 500    | R    | R      |
| B.3      | Manual cleaning and finishing hand labour along the length of the canal                                     | m                    | 4 100  | R    | R      |
| B.4      | Repair and replacement of damaged panels using 30MPa concrete (ready mixed or batched insitu) (Provisional) | m <sup>2</sup>       | 10     | R    | R      |
| B.5      | Supply deliver and install mesh ref 311 with 50mm concrete covers (Provisional)                             | No                   | 20     | R    | R      |
| B.6      | Backfilling and compaction behind panels (Provisional)                                                      | m <sup>3</sup>       | 10     | R    | R      |
| B.7      | Grading and reshaping canal edge roads (on either side of the canal). Width of 5m to be graded              | m                    | 4 100  | R    | R      |
| B.8      | Chemical treatment of reeds and weeds using provided chemicals                                              | m <sup>2</sup>       | 10 000 | R    | R      |
| B.9      | Environmental protection and site supervision                                                               | Sum                  | 1      | R    | R      |

**Total Page 4 >> Transfer to Summary of Sections on Page**
**R**

>> Only materials actually supplied & installed or services provided will be paid for.  
Contractor to submit invoices/ delivery notes etc. to prove expenditure if requested<<

**APPENDIX 1 | PRICING SCHEDULE | SUMMARY OF SECTIONS & SCHEDULES | PAGE 5**

| <b>BOQ/PRICING SCHEDULE<br/>SUMMARY</b> |                                                                                                              |                 |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------|
| <b>PAGE</b>                             | <b>DESCRIPTION</b>                                                                                           | <b>SUBTOTAL</b> |
|                                         | <b>Section A   PRELIMINARY &amp; GENERAL</b>                                                                 |                 |
| 1                                       | A   PRELIMINARY & GENERAL – PAGE 1                                                                           | R               |
| 2                                       | A   PRELIMINARY & GENERAL – PAGE 2                                                                           | R               |
| 3                                       | A   PRELIMINARY & GENERAL – PAGE 3                                                                           | RATES ONLY      |
| <b>ST1</b>                              | <b>SUBTOTAL P&amp;G'S PAGES 1 &amp; 2</b>                                                                    | <b>R</b>        |
|                                         | <b>Check:</b><br><b>ST1 (P&amp;G excl. Provisional Sums) / ST3 (Total excl. VAT). Should not exceed 15%.</b> |                 |
|                                         | <b>Section B   CLEANING AND REHABILITATION OF THE STORMWATER AND SUBSURFACE DRAINAGE CANAL.</b>              |                 |
| 4                                       | CLEANING AND REHABILITATION OF THE STORMWATER AND SUBSURFACE DRAINAGE CANAL.                                 | R               |
| <b>ST2</b>                              | <b>SUBTOTAL SECTION - B</b>                                                                                  | <b>R</b>        |
|                                         |                                                                                                              |                 |
| <b>ST3</b>                              | <b>TOTAL LINE ALL SECTIONS (ST1 + ST2)</b>                                                                   | <b>R</b>        |
|                                         | <b>CONTINGENCIES 10% OF SUBTOTAL</b>                                                                         | <b>R</b>        |
|                                         | <b>TOTAL EX VAT</b>                                                                                          | <b>R</b>        |
|                                         | <b>15% VAT (ONLY IF BIDDER IS A VAT VENDOR)</b>                                                              | <b>R</b>        |
|                                         | <b>GRAND TOTAL</b>                                                                                           | <b>R</b>        |

**APPENDIX 2A - CONTRACTOR'S HEALTH & SAFETY DECLARATION****TO BE COMPLETED BY ALL  
BIDDERS****Contractor's Health and Safety Declaration**

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Department is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the bidder must complete and sign the declaration hereafter in detail.

**Declaration by Bidder**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Department's Health and Safety Specifications.
3. Tables below to be completed by bidder. Contractor to transfer the Totals to **P&G's Items A.1.2.8 and A.2.2.6** for the Fixed Charge and Time Related P&G's respectively. Only items against which actual expenditure has occurred, will be paid for.

**TABLE 1: COST OF SAFETY EQUIPMENT & OTHER COSTS RELATED TO  
OHS COMPLIANCE (FIXED CHARGE ITEMS)**

| COST ITEM DESCRIPTION                                     | COST ALLOWED<br>FOR IN BID |
|-----------------------------------------------------------|----------------------------|
| <b>1   FIXED COSTS - Add items as per risk assessment</b> |                            |
| <b>1.1 PPE</b>                                            |                            |
| 1.1.1 Hard hats                                           | R                          |
| 1.1.2 Safety boots                                        | R                          |
| 1.1.3                                                     | R                          |
| 1.1.4                                                     | R                          |
| 1.1.5                                                     | R                          |
| 1.1.6                                                     | R                          |
| 1.1.7                                                     | R                          |



|                                                                                                                       |   |
|-----------------------------------------------------------------------------------------------------------------------|---|
| 1.2 Preparation, discussing and amending of Health & Safety Plan, including risk assessment & quality assurance plan. | R |
| 1.3 Compilation and updating of a Health & Safety file                                                                | R |
| 1.4 Medical examination of staff and temporary workers (app.10 people)                                                | R |
| 1.6                                                                                                                   | R |
| 1.7                                                                                                                   | R |
| <b>&lt;&lt; SUBTOTAL CARRIED TO P&amp;G'S ITEM A.1.2.8</b>                                                            |   |

|                                                            |   |
|------------------------------------------------------------|---|
| <b>2   TIME RELATED COSTS</b>                              |   |
| 2.1 Implementation of the Health & Safety Plan,            | R |
| 2.2 Construction Safety Officer                            | R |
| 2.3 Training of staff and temporary workers                | R |
| <b>&lt;&lt; SUBTOTAL CARRIED TO P&amp;G'S ITEM A.2.2.6</b> |   |

4. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.
5. I hereby undertake, if my bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Department.
6. I confirm that copies of my company's approved Health and Safety Plan, the Department's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Department's personnel, the Employers Agent, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that, I will be liable for any penalties that may be applied by the Department in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Department will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my bid will be prejudiced and may be rejected at the discretion of the Department.

**SIGNATURE**                      **OF**                      **BIDDER**                      .....

**DATE**.....

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



**APPENDIX 2B | AGREEMENT IN TERMS OF SECTION 37(2) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993**

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**PRO FORMA  
OHS AGREEMENT**

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**To Be Completed By Appointed Contractor Only**

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**>> TO BE COMPLETED BY APPOINTED CONTRACTOR ONLY**  
**<<**

**AGREEMENT IN TERMS OF SECTION 37(2) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993**

THIS AGREEMENT is made between The Province of KwaZulu-Natal represented by the Head of  
Department: Department of Agriculture & Rural Development  
(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....  
in his/her capacity as: .....

AND:

.....  
(Hereinafter called the CONTRACTOR) of the other part, herein represented by:

.....  
in his/her capacity as: .....

duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

**CLEANING AND REHABILITATION OF THE STORMWATER AND SUBSURFACE DRAINAGE  
CANAL AT BLOCK 15, MAKHATINI IRRIGATION SCHEME – JOZINI LOCAL MUNICIPALITY  
UNDER UMKHANYAKUDE DISTRICT**

for the implementation of the works as per the Scope of Works and Specifications and Conditions provided in the contract documentation;

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by the Occupational Health and Safety Amendment Act No 181 of 1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.



2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the

**EMPLOYER**

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

20.....

**SIGNATURE:**

.....

**NAME AND SURNAME:**

.....

**CAPACITY:**

.....



**WITNESSES:** 1. ....

2. ....

Thus signed at ..... for and on behalf of the

**CONTRACTOR**

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

20.....

**SIGNATURE:**

.....

**NAME AND SURNAME:**

.....

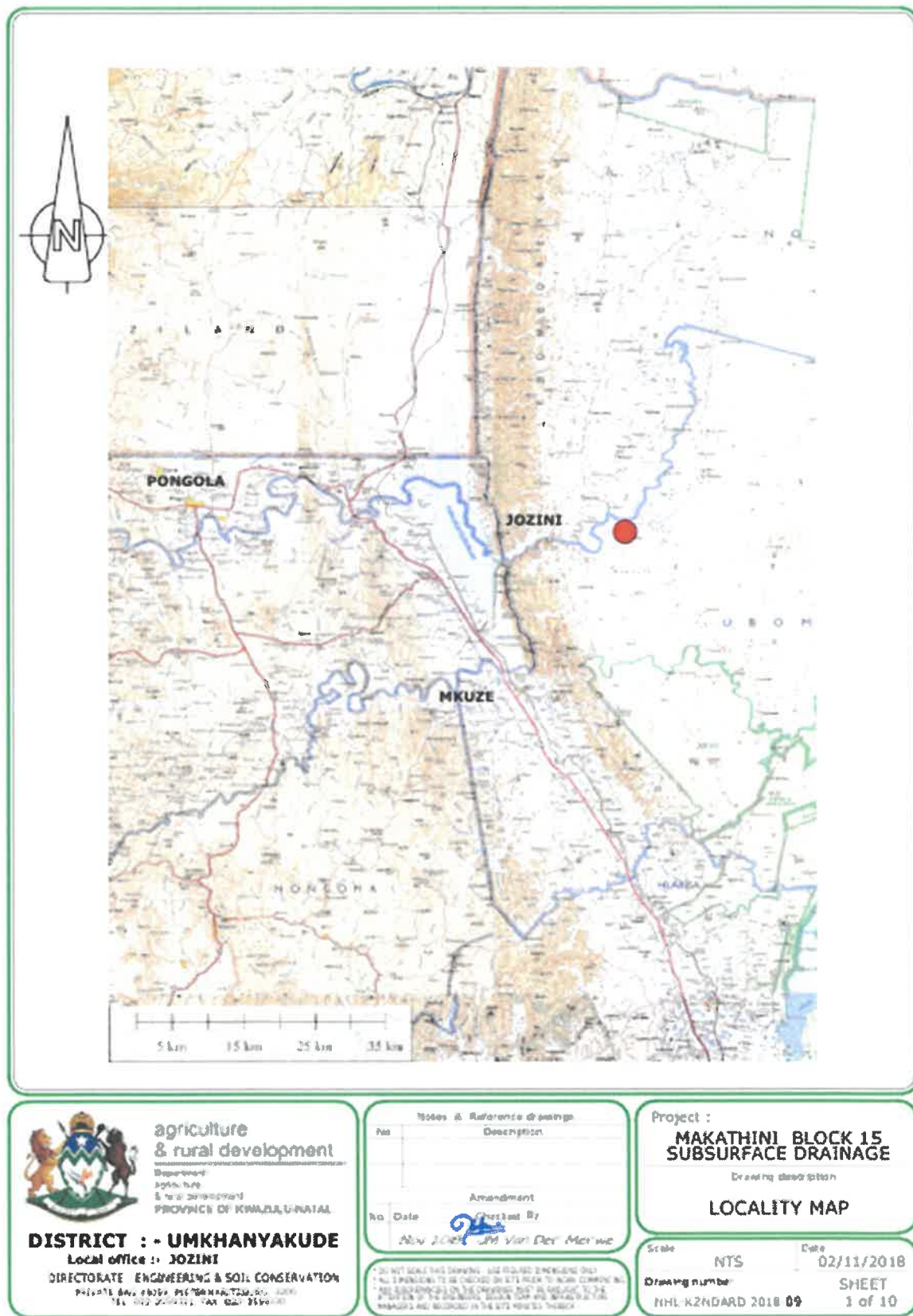
**CAPACITY:** .....

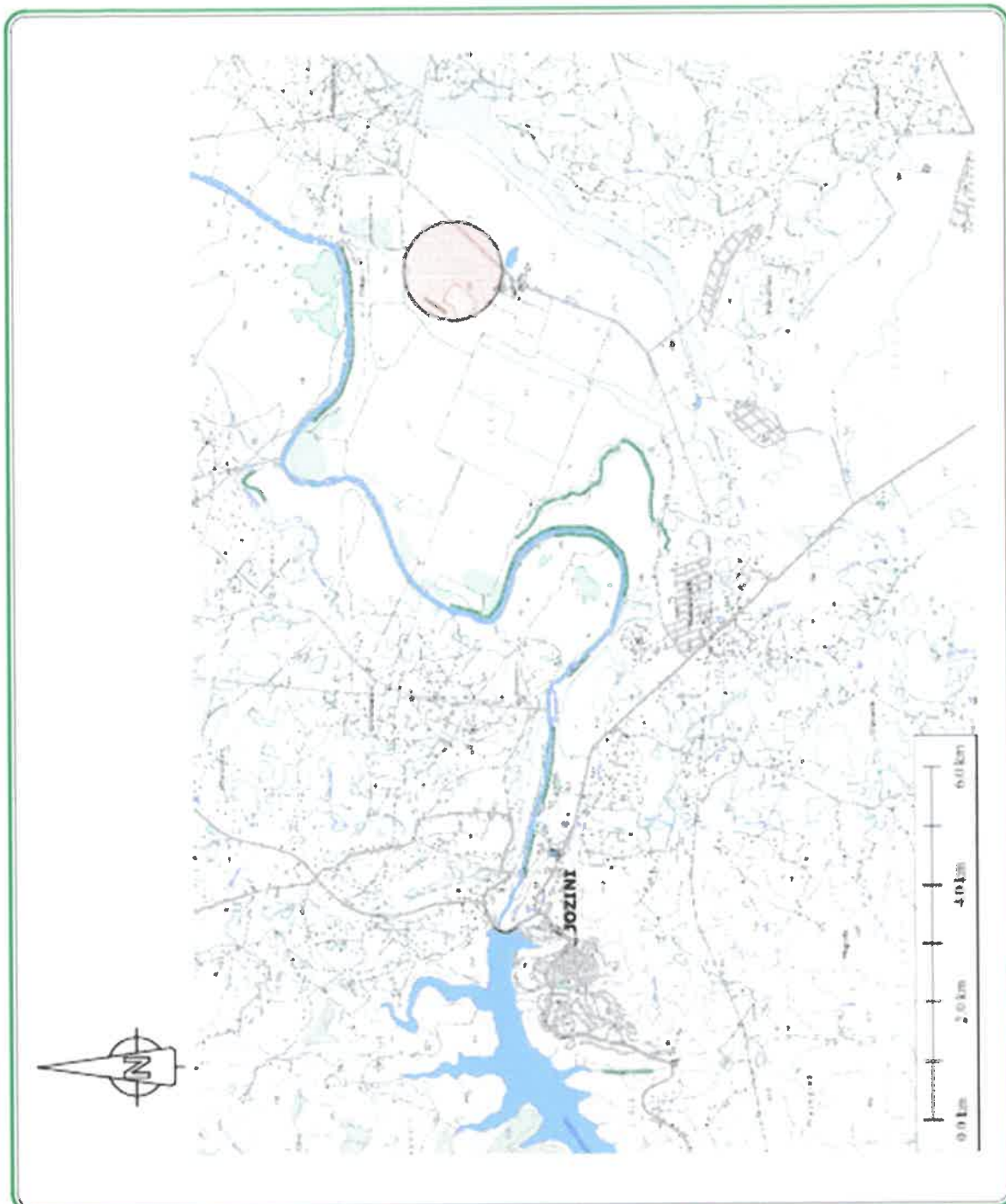
**WITNESSES:** 1. ....

2. ....



### APPENDIX 3 – MAKHATHINI CANALS - LOCALITY MAP





agriculture  
& rural development  
Department of Agriculture and Rural Development  
PROVINCE OF KWAZULU-NATAL

**DISTRICT : - UMKHANYAKUDE**  
Local office :- JOZINI

DIRECTORATE : ENGINEERING & SOIL CONSERVATION  
PRIVATE BAG 18029 4400 MAKATHINI, 3200  
TEL: (031) 2659131, FAX: (031) 2594030

Notes & Reference drawings  
Description

| No | Date     | Amendment | Checked By       |
|----|----------|-----------|------------------|
| 1  | Nov 2018 |           | Mr Van Der Merwe |

\* DO NOT SCALE THIS DRAWING, USE DIMENSIONS ONLY  
\* ALL DIMENSIONS TO BE CHECKED ON SITE FROM TO BORN CORNER IN  
\* ALL DIMENSIONS ON THE DRAWING MUST BE RELATED TO THE  
\* POSITION OF THE SUBSURFACE DRAINAGE CANAL AND NOT TO THE  
\* FENCE AND BOUNDARY IN THE SITE HINTERLAND

Project :

**MAKATHINI BLOCK 15  
SUBSURFACE DRAINAGE**

Drawing description

**SITE MAP**

Scale

NTS

Date

02/11/2018

Drawing number

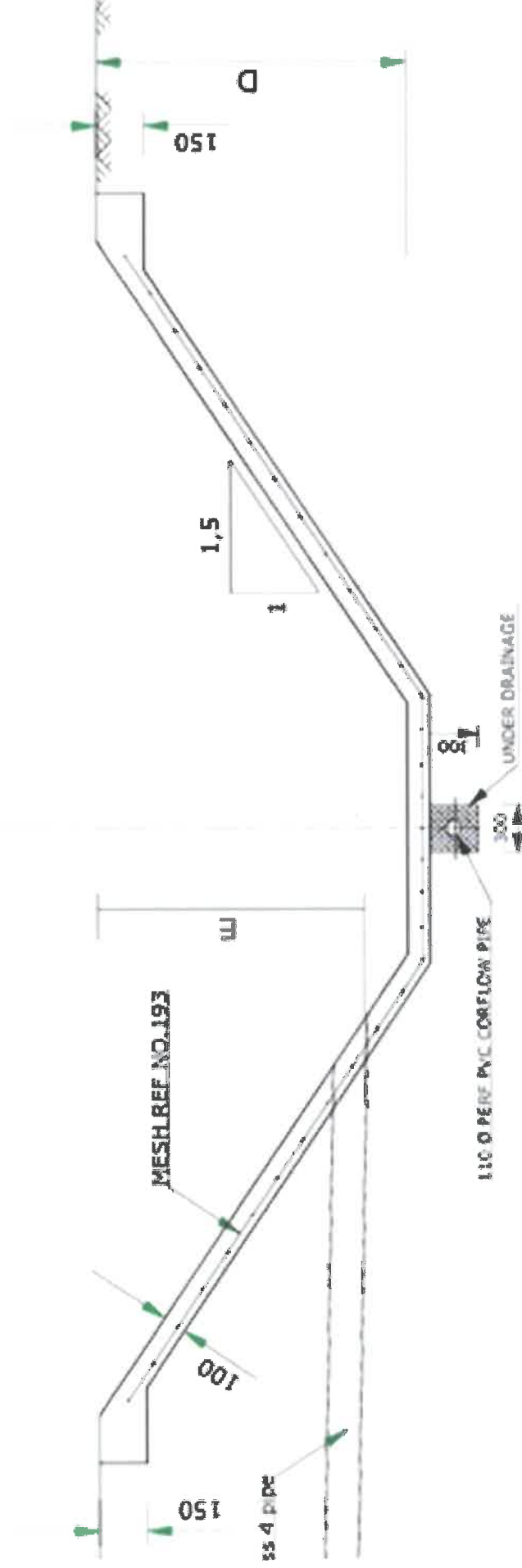
KHL KZHDARD 2018-09

SHEET

2 of 10



## APPENDIX 4 | TYPICAL CANAL PROFILE      DRAWING 1



**KWAZULU-NATAL PROVINCE**AGRICULTURE AND RURAL DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA**SBD1****PART A****INVITATION TO BID**

|                                                                                                                                                                                                                            |  |                                                                                                          |                                                |                                                                                                      |                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>                                                                                                                           |  |                                                                                                          |                                                |                                                                                                      |                                           |
| <b>BID NUMBER:</b>                                                                                                                                                                                                         |  | <b>R/S/2526/2463</b>                                                                                     |                                                | <b>CLOSING DATE: 21/11/2025</b>                                                                      |                                           |
|                                                                                                                                                                                                                            |  |                                                                                                          |                                                | <b>CLOSING TIME: 11H00</b>                                                                           |                                           |
| <b>DESCRIPTION</b>                                                                                                                                                                                                         |  | <b>CUT, CLEAR AND BURN REEDS AT MAKHATHINI SUB-SURFACE DRAINAGE CANAL AND APPLY CHEMICALS THEREAFTER</b> |                                                |                                                                                                      |                                           |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                                                                                 |  |                                                                                                          |                                                |                                                                                                      |                                           |
| <b>4 Pin Oak Avenue</b>                                                                                                                                                                                                    |  |                                                                                                          |                                                |                                                                                                      |                                           |
| <b>Hilton 3245</b>                                                                                                                                                                                                         |  |                                                                                                          |                                                |                                                                                                      |                                           |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                                      |  |                                                                                                          | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |                                                                                                      |                                           |
| <b>CONTACT PERSON</b>                                                                                                                                                                                                      |  | <b>Senzo Ndelela</b>                                                                                     |                                                | <b>CONTACT PERSON</b>                                                                                |                                           |
|                                                                                                                                                                                                                            |  |                                                                                                          |                                                | <b>M. Ngejane</b>                                                                                    |                                           |
| <b>TELEPHONE NUMBER</b>                                                                                                                                                                                                    |  | <b>033 343 8493</b>                                                                                      |                                                | <b>TELEPHONE NUMBER</b>                                                                              |                                           |
|                                                                                                                                                                                                                            |  |                                                                                                          |                                                | <b>076 935 8905</b>                                                                                  |                                           |
| <b>FACSIMILE NUMBER</b>                                                                                                                                                                                                    |  | <b>N/A</b>                                                                                               |                                                | <b>FACSIMILE NUMBER</b>                                                                              |                                           |
|                                                                                                                                                                                                                            |  |                                                                                                          |                                                | <b>N/A</b>                                                                                           |                                           |
| <b>E-MAIL ADDRESS</b>                                                                                                                                                                                                      |  | <b>Senzo.ndelela@kzndard.gov.za</b>                                                                      |                                                | <b>E-MAIL ADDRESS</b>                                                                                |                                           |
|                                                                                                                                                                                                                            |  |                                                                                                          |                                                | <b>Sibongile.ndelela@kzndard.gov.za</b>                                                              |                                           |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                                |  |                                                                                                          |                                                |                                                                                                      |                                           |
| <b>NAME OF BIDDER</b>                                                                                                                                                                                                      |  |                                                                                                          |                                                |                                                                                                      |                                           |
| <b>POSTAL ADDRESS</b>                                                                                                                                                                                                      |  |                                                                                                          |                                                |                                                                                                      |                                           |
| <b>STREET ADDRESS</b>                                                                                                                                                                                                      |  |                                                                                                          |                                                |                                                                                                      |                                           |
| <b>TELEPHONE NUMBER</b>                                                                                                                                                                                                    |  | <b>CODE</b>                                                                                              |                                                | <b>NUMBER</b>                                                                                        |                                           |
| <b>CELLPHONE NUMBER</b>                                                                                                                                                                                                    |  |                                                                                                          |                                                |                                                                                                      |                                           |
| <b>FACSIMILE NUMBER</b>                                                                                                                                                                                                    |  | <b>CODE</b>                                                                                              |                                                | <b>NUMBER</b>                                                                                        |                                           |
| <b>E-MAIL ADDRESS</b>                                                                                                                                                                                                      |  |                                                                                                          |                                                |                                                                                                      |                                           |
| <b>VAT REGISTRATION NUMBER</b>                                                                                                                                                                                             |  |                                                                                                          |                                                |                                                                                                      |                                           |
| <b>SUPPLIER COMPLIANCE STATUS</b>                                                                                                                                                                                          |  | <b>TAX COMPLIANCE SYSTEM PIN:</b>                                                                        |                                                | <b>OR</b>                                                                                            | <b>CENTRAL SUPPLIER DATABASE No: MAAA</b> |
| <b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>                                                                                                                       |  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]                       |                                                | <b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>                      |                                           |
|                                                                                                                                                                                                                            |  |                                                                                                          |                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |                                           |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                          |  |                                                                                                          |                                                |                                                                                                      |                                           |
| <b>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</b>                                                                                                                                                     |  |                                                                                                          |                                                | <input type="checkbox"/> YES <input type="checkbox"/> NO                                             |                                           |
| <b>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</b>                                                                                                                                                                           |  |                                                                                                          |                                                | <input type="checkbox"/> YES <input type="checkbox"/> NO                                             |                                           |
| <b>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</b>                                                                                                                                                          |  |                                                                                                          |                                                | <input type="checkbox"/> YES <input type="checkbox"/> NO                                             |                                           |
| <b>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</b>                                                                                                                                                               |  |                                                                                                          |                                                | <input type="checkbox"/> YES <input type="checkbox"/> NO                                             |                                           |
| <b>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</b>                                                                                                                                                           |  |                                                                                                          |                                                | <input type="checkbox"/> YES <input type="checkbox"/> NO                                             |                                           |
| <b>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.</b> |  |                                                                                                          |                                                |                                                                                                      |                                           |

## PART B TERMS AND CONDITIONS FOR BIDDING

|                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                      |
| 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).                                                                                                                                                |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                          |
| 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 interest<sup>1</sup> 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:

.....  
.....

---

<sup>1</sup> 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 consortium<sup>2</sup> 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

---

<sup>2</sup> 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.

## 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 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 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:

|                                                                                                                               |           |              |
|-------------------------------------------------------------------------------------------------------------------------------|-----------|--------------|
| <b>80/20</b>                                                                                                                  | <b>or</b> | <b>90/10</b> |
| $Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ |           |              |

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:

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

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<br>(80/20 system)<br>(To be completed by the organ of state) | Tenderer to indicate number of points to be claimed<br>(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<br>(80/20 system)<br>(To be completed by the organ of state) | Tenderer to indicate number of points to be claimed<br>(Number of points claimed to a maximum of 10 points ) |
| Enterprises located in a specific District (Proof of residence to be attached i.e. Utility Bill, Municipal Councillor's letter applicable for procurement from R1 – R30 000) | 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: .....

.....

.....



DIRECTORATE: SUPPLY CHAIN MANAGEMENT

General P.O. Box, Pietermaritzburg, 3200  
21 Department of Agriculture & Rural Development, Private Bag 30059, Pietermaritzburg, 3200  
T: 033 333 9533 / 9369

Procurements from R1 up to R 30 000.00, the Department will allocate (80/20) points as follows

80 points for price

10 points for black owned entities

10 points for entities located in a District where goods/services are required.

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.

| Historically Disadvantaged Individuals                                                                                                         | Black Owned | Districts | Total Points |
|------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------|--------------|
| An EME or QSE which is at least 100% owned by black people                                                                                     |             |           |              |
| Enterprises located in a specific District for work to be done or services to be rendered in that District (Proof of residence to be attached) | 10          | 10        | 20           |



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

| <b>Historically Disadvantaged Individuals</b>                         | <b>Black Owned</b> | <b>Points</b> |
|-----------------------------------------------------------------------|--------------------|---------------|
| <b>0An EME or QSE which is at least 100% owned by black people</b>    |                    |               |
| 51% Black people who are women                                        | 10                 | 10            |
| 51% Black people who are youth                                        | 10                 | 8             |
| 51% Black people with disabilities (Proof to be attached)             | 10                 | 7             |
| 51% Black people living in rural or underdeveloped areas or townships | 10                 | 6             |
| 51% Black people who are military veterans (Proof to be attached)     | 10                 | 6             |
| A cooperative owned by 51% black people                               | 10                 | 5             |

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.

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

## 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:
  - (iv) 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;
  - (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) 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 fulfilment 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 .....

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: **KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

Quotation Reference No: **R/S/2526/2463**

**Goods/Service/Work: CUT, CLEAR AND BURN REEDS AT MAKHATHINI SUB-SURFACE DRAINAGE CANAL AND APPLY CHEMICALS THEREAFTER**

\*\*\*\*\*

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***

|  |
|--|
|  |
|--|