



agriculture & rural development

Department:
Agriculture and Rural Development
PROVINCE OF KWAZULU-NATAL

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

BID No: ZNB 3697/17A

DESCRIPTION OF SERVICE: SUPPLY OF WATER TO KGOTSOFALONG (NEAR IXOPO)

NAME OF BIDDER: _____

Compulsory briefing session:

Venue	Department of Agriculture office Sandanezwe Area Dooybrook
Date	10 November 2017
Time	10.30

One- person Business Sole Trader	
Close Corporation	
Incorporated Company	
Private Company	
Partnership	
Consortium /Joint Venture	
Co-operative	

Return of Bid:

Bid must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, 1 Cedara Road, Cedara, 3200 or send by post to The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200.

Tel: (033) 355 9172 before 11:00 am on the closing date the **23 November 2017**

Issued by:

The Department of Agriculture and Rural Development
1 Cedara Road
Cedara

TABLE OF CONTENTS

SECTIONS		CONTENTS	PAGE
		Cover page	1
		Table of contents	2
Section A	SBD 1	Invitation to Bid	3-4
	SBD 2	Tax Clearance Certificate Requirement	5
	SBD 3	Special Instructions and Notices to Bidders regarding the completion of Bidding Forms	6
	SBD3. 3	Pricing Schedule	7
	SBD 4	Declaration of Interest.	8-10
	SBD 6.1	Preference Points Claim Form in Terms of Preferential Procurement Regulations 2017	11-15
	SBD7.2	Contract Form – Rendering of Services	16-17
	SBD 8	Declaration of bidder's past Supply Chain Management practices	18-19
	SBD 9	Certificate of Independent Bid Determination	20-22
	SBD 10	Official Briefing Session/site Inspection Certificate	23
	SBD11	Authority to sign a Bid	24-29
Section B		General Conditions of Contract	30-44
Section C		Specifications, Terms of reference, Drawings and General information	45-66
Section D		Evaluation of bids	67-70

Bidders are to check that all pages and forms are included in the bid documentation and notify the Department immediately if any pages or sections are missing

SECTION A
STANDARD BID DOCUMENTATION

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT
--

BID NUMBER: **ZNB 3697/17A** CLOSING DATE: **23 November 2017** CLOSING TIME:
11:00

DESCRIPTION: **SUPPLY OF WATER TO KGOTSOFALONG (NEAR IXOPO) AND THE
CONSTRUCTION OF A PUMP HOUSE, SUPPLY AND INSTALLATION OF A PUMP**

VALIDITY PERIOD: ONE HUNDRED AND TWENTY (120) DAYS

CENTRAL SUPPLIER DATABASE REGISTRATION NO (CSD):

BID DOCUMENTS MAY BE POSTED TO:

THE DIRECTOR: SUPPLY CHAIN MANAGEMENT
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, PRIVATE BAG
X9059, PIETERMARITZBURG, 3200

OR

DEPOSITED IN THE BID BOX SITUATED AT:

SUPPLY CHAIN MANAGEMENT BUILDING
1 CEDARA ROAD
CEDARA

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE
CORRECT ADDRESS. IF THE BID IS LATE, IT WILL NOT BE ACCEPTED FOR
CONSIDERATION.**

The bid box is open 24 hours a day, 7 days a week.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE
RETYPED)**

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY
FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017,
THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY
OTHER SPECIAL CONDITIONS OF CONTRACT.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: Mr A.L Dlamini

Telephone: (033) 355 9172

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: M Y Malunga

Telephone: 076 7544248

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER:

CELLPHONE NUMBER:

FACSIMILE NUMBER:

E-MAIL ADDRESS:

VAT REGISTRATION NUMBER:

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

☐ YES or ☐ NO [TICK THE APPLICABLE BOX]

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

☐ YES or ☐ NO [TICK THE APPLICABLE BOX]

IF YES, WHO ISSUED THE CERTIFICATE? [TICK THE APPROPRIATE BOX BELOW]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT ... ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION
SYSTEM (SANAS); ☐

OR.....

A REGISTERED AUDITOR ☐

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN
ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE SERVICES
OFFERED?.....YES ☐ or NO ☐ [TICK THE APPLICABLE BOX]

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER:

DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE: TOTAL NUMBER OF ITEMS OFFERED:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.efiling.co.za

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

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

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

PRICING SCHEDULE

NAME OF BIDDER: _____ BID NO.: ZNB3697/17A

CLOSING TIME 11:00 CLOSING DATE: 23 November 2017

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

BID NUMBER	DESCRIPTION	BID PRICE IN RSA CURRENCY *(All applicable taxes included)
ZNB3697/17A	SUPPLY OF WATER TO KGOTSOFALONG (NEAR IXOPO) AND THE CONSTRUCTION OF A PUMP HOUSE, SUPPLY AND INSTALLATION OF A PUMP	

Total bid price in words _____

Signature

Official company
stamp

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number :

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder YES / NO

presently employed by the state?

2.7.1 If so, furnish the following particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS
 CORRECT. ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN
 TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD
 THIS DECLARATION PROVE TO BE FALSE.

 Signature

 Date

 Position

 Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/> +
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

Signature

Date

Position

Name of Bidder

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

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

Site/building/institution involved:

Bid No:

Service:

THIS IS TO CERTIFY THAT (NAME):

ON BEHALF OF:

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 AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:
(OPTIONAL)

DATE:

AUTHORITY TO SIGN A BID**A. COMPANIES**

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Director..... .20.....,

Mr/Mrs.....

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

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

.....
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1.....

2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

SIGNATURE.....

DATE.....

C. PARTNERSHIP

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

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

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

..... SIGNATURE SIGNATURE SIGNATURE
..... DATE DATE DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation

shall be included with the bid, together with the resolution by its members authorising a member or other official of

the corporation to sign the documents on their behalf.

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

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

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

this bid on behalf of

(Name of Close Corporation).....

.....
.

SIGNED ON BEHALF OF CLOSE CORPORATION:

.....
(PRINT NAME)

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

.....

SIGNATURE OF SIGNATORY:

WITNESSES: 1.....

2.....

E CO-OPERATIVE

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

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

at.....

Mr/Ms....., whose signature appears

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

(Name of

cooperative).....

...

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:

.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.....

2.....

F JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

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

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

Mr/Mrs.....and

Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

G. CONSORTIUM

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

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium

on.....20.....

Mr/Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE:**

SECTION B

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS: The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Contractor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic, where supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1. CESSION OF CONTRACTS

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

2. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3. QUALITY AND GUARANTEE

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date

- of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.
- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without canceling the contract, be entitled forthwith to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.

- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without canceling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph
- 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
- 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.
- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.
- 5. PATENTS**
- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.
- 5.2 The Contractor shall indemnify the Province against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Province.
- 6. PACKAGING, MARKING AND DELIVERY**
- 6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.
- 6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.

- 6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.
- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.
- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
- 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
- 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
- 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

7. CONSIGNMENT OF GOODS

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.
- 7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

8. PAYMENT

- 8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

9. INVOICES

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

10. CONTRACT PRICE ADJUSTMENT

- 10.1 Firm contract prices shall not be subject to adjustment. Contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-

10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.

10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling

at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.

10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.

10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.

10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.

10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.

10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their

reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :

- 11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
- 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
- 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfillment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- 11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

12. LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

13. OFFERING OF COMMISSION OR GRATUITY

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

14. PREFERENCES

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-

- 14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or
- 14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
- 14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

15. WEIGHTS AND MEASURES

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

16. SECURITY

- 16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.
- 16.3 No deposits are required for bid applications for contracts below R 500 000.

17. ORDERS

- 17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.
- 17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:

- 17.2.1 Name of Institution placing order;
- 17.2.2 Provincial official order number;
- 17.2.3 Quantity ordered; and
- 17.2.4 List of items ordered.

18. EXPORT LICENCES

- 18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
 - 18.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before he has obtained such licence;
 - 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

19. INSURANCE

- 19.1 The goods supplied under the contract shall be fully insured in a freely convertible Currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

20. INSPECTION, TESTS AND ANALYSES

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organization acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to dispatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.
- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

21. RESTRICTION OF BIDDING

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

22. CONTRACTOR'S LIABILITY

22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.

22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

23. PRICE LISTS

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

24. SUBMISSION OF CLAIMS

24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.

24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.

24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or
formulae values used to calculate the bid price, and the adjusted indices or values.

25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.

- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

27. AMENDMENT OF CONTRACT

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

28. NOTICES

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

29. INCIDENTAL SERVICES

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this contract; and
 - (e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 29.2 Prices charged by the Contractor for incidental services, if not included in the Contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 30.1 The Contractor shall not, without the Province's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Province in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 30.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by the Province.
- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

31. SPARE PARTS

- 31.1 If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:
- (a) such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any Warranty obligations under the contract.
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

32. PENALTIES

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 33.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished,

or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the Contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

34. GOVERNING LANGUAGE

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

35. TAXES AND DUTIES

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

SECTION:C

SPECIFICATION FOR SUPPLY, DELIVERY & INSTALLATION OF WATER SUPPLY FOR KOTSOFALONG FARM NEAR IXOPO

PROJECT NAME: KOTSOFALONG FARM WATER SUPPLY

PROJECT DESCRIPTION

The contract covers the supply of water to Kotsofalong Agricultural project, and includes the construction of a pump house, supply and installation of a pump + motor, erection of a 210KL panel reservoir with lining, plus the pipeline between the pump house and reservoir, including trenching and backfilling and the laying of all piping, with fittings.

PROJECT LOCATION

District HARRY GWALA DM

Local Municipality: IXOPO LM

The site is situated at SANDANEZWA/DONNYBROOK approximately 30 km from Ixopo.

Project Coordinates: 29°53'12.25" S 29°59'59.66"E

DISCLAIMER

1. 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. The same applies for purported differences between the technical specifications and schedule of quantities.
2. The Engineering Services Directorate (ESD) takes no responsibility for an implemented project on the basis of this document alone without any prior involvement of ESD before (partial) completion. This involvement consists of, but is not necessarily restricted to:
 - Signing off of the bid/quote document and Drawings by ESD;
 - Presence of ESD at the handover of the site to the contractor and at the commencement of the work. The contractor is to make sure that ESD is informed of his/her intention to commence the work so that ESD presence can be assured.
 - Regular site inspections by ESD and the processing of invoices on the basis of achieved progress.
3. District managers and other departmental end users are therefore required to involve ESD at the earliest possible stage, i.e. during PPC meetings or before submission of the request memo is submitted.

Table of Contents :

No.	Section	Pages	Read/ Complete
1	Cover Page		
2	Disclaimer & Table of Contents		
3	A - Project Particulars		
4	B - Special Conditions of Contract		
5	C - Project Technical Specifications		
6	ANNEXURE A : Drawing 2012/01/IRR: Pump house		
7	ANNEXURE B : Scheme Layout		
8	ANNEXURE C : Pricing Schedule/ Bill of quantities		
9	ANNEXURE D : Experience		

10	ANNEXURE E : Bid Evaluation Criteria		
11	ANNEXURE F : Drawing RDN/2012/08a/STO- Security Gate		

BID SPECIFICATIONS FOR WATER SUPPLY TO KGOTSOFALONG FARM

September 2017

A | PROJECT PARTICULARS

1) SCOPE

The contract covers the supply of agricultural water via a 2.8km pipeline from the Ngudwini river to a 210KL sheet steel reservoir on Kgotsotalong Farm. It includes:

1. the construction of a pump house next to the bridge crossing the river at 29° 54'06.33"S 29°59'32.41" E
2. creation of a suitable intake point in the river with weir and sump if required
3. supply and installation of the pump + motor on a concrete block
4. laying of 2.8km of uPVC piping (trenched) between the intake point and the reservoir
5. leveling of the site of the reservoir (15 x 15m)
6. excavation of sand foundation for the reservoir 7. supply and installation of the reservoir 8. all connections and fittings.

2) ACCESS TO SITE

The farm is situated 13km east-northeast of Donnybrook at Sandezwe.
Coordinates Reservoir: 29 53'05" S 30 00'25"E

B | GENERAL CONDITIONS OF CONTRACT

> This bid is open for contractors with a CIDB registration of at least 3SH/CE/ME.

1) BIDDERS TO CHECK COMPLETENESS OF DOCUMENT

The Bidder is required to check the number of consecutively numbered pages and should any found to be missing or in duplicate, or the text of figures indistinct, or should there be any doubt or obscurity as to the meaning of any part of these documents, the Bidder must ascertain the true meaning or intent of the same prior to the submission of his/her Bid, as no claims arising from any incorrect interpretation will be admitted.

2) SCHEDULE OF VARIATIONS

If the Bidder chooses to suggest alternatives in his bid proposal, these should be at least of equal standards to the original specifications. All materials used must be SABS approved. In the case of variations being suggested, the relevant SBD form will have to be completed.

3) APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

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: SABS 1200 AA - 1986 (General - Small Works), SABS 1200 DA -1988 (Earthworks - Small Works) and SABS 1200GA – 1982 (Concrete - Small Works). All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer. The Bid shall refer to “the Standard (Abridged) Preamble for all trades”, which covers the following (only the items in italics apply to this contract):

4) VALIDITY PERIOD FOR BIDS AND QUOTES

Quotes shall remain valid for a period of 90 days after the closing day for the quote.

Bids will remain valid for a period of 120 days from date of the closing of the Bid.

However, in both cases prices are assumed to be firm for the entire period of the project (see also clause 33).

5) COMPULSORY PRE-BID BRIEFING MEETING

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

6) HANDOVER OF SITE TO CONTRACTOR

The Contractor will be introduced to the project participants following the Bid award. The site will be handed over to the Contractor who will control the site for the contract duration. Only the Contractor's own employees, Contractor's local labour and Departmental Representatives will be allowed on site. The Contractor is responsible in the administration, control and security on the site at all times during the contract duration.

7) WATER AND POWER

In most cases there will be no power or piped water available on site. The Contractor shall make the necessary arrangements for the provision of any water and power. No payment will be made for the provision or use of these services and the cost of these shall be included in the Bid/quoted amount.

8) LOCATION OF CAMP

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

9) HOUSING OF CONTRACTOR'S EMPLOYEES

No housing is available for the Contractor's employees and the Contractor shall make his own arrangement for housing his employees and transporting them to and from the site. However, it may be possible to arrange temporary local accommodation for the Contractor's staff with the participants. 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.

10) LOCAL LABOUR,

Unskilled labour may be available from the project participants or local community. The Contractor and the Departmental representative (Engineer or local Extension officer) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour. Nobody besides those directly involved with the project (ie: the Contractor's workers and local labour) are allowed on site. The

Contractor shall provide his own trained and skilled labour. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the contract duration.

11) SECURITY & RISK

Except for the necessary security personnel, no person shall be allowed on the construction site after normal working hours. The Contractor shall be responsible for all plant, machinery, equipment and materials on site. The Engineer shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

12) MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE AND RESPONSIBILITY

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

13) EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

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 make good at his expense.

14) DAMAGE TO PROPERTY

If the Contractor or his workmen while engaged in the execution of the contract, shall break, deface, injure, destroy or allow to fall into disrepair any part of the Works or property belonging to the Employer, or any private property including: buildings, pavings, roads, fences, walls or grounds contiguous to the premises of the Employer on which he or they may be employed, the Contractor will be required to make good, in a perfect and workmanlike manner, at own expense all damage to the approval of the Employer. The Completion Certificate will not be issued until the Employer is satisfied that all necessary remedial work has been satisfactorily completed. The Contractor shall take every precaution against damage or nuisance being caused by dust both to the properties of the Employer and all surrounding properties and shall indemnify the Employer against any claim that might arise there from.

15) UNDERGROUND CABLES AND PIPES

If such services is/are discovered, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed. Should the Contractor damage underground cable or pipes such damage shall be repaired as soon as safe and possible by the Contractor. The cost of making good such damage will be met by the Contractor, as this must be covered by the Contractors works insurance.

16) DAILY RAINFALL RECORDS

The Contractor shall keep daily rainfall records and submit them to the Department's representative at every site meeting, or fortnightly by fax in the absence of such visit. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items. Submission of rainfall figures is required for the granting of permission of extending the contract period because of inclement weather.

17) INSPECTION OF WORK

The Head of Department or his Representative may at all reasonable times have access to the Works and/or the workshops or other place where work is being prepared for this Contract for inspection. The Engineer may request that evidence of the quality or strength of any materials be supplied by the

contractor as may think necessary. Should the Head of Department or Representative consider any materials objectionable or if it shall appear to him at any time during the construction, or prior to the expiry of the defect liability period, that any part thereof has been executed with sub-standard or inappropriate materials or with unskilled or imperfect workmanship, the Engineer will notify the Contractor. He/She shall cause the objectionable materials to be instantly removed from the premises and to be replaced by good and suitable materials, and shall rectify or reconstruct the Works in whole or part, as the case may be at the Contractors own proper cost or charge.

18) NOTICE OF COVERING WORK

The Contractor shall give due notice to the Head of Department or 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, and in the event of any such work or materials being covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Employer.

19) COMPETENCY OF THE CONTRACTOR:

This bid is open for contractors with a minimum CIDB designation of 3 CE/SH/ME. The contractor is to submit evidence of his/her OWN registration. CIDB registration of possible sub-contractors would be recommended, but will not make up for non-registration by the contractor quoting/bidding for the work. The Department reserves itself the right to disqualify any quote/bid in the event of substantial unsatisfactory reports being obtained about the proponent of such a quote/bid.

20) CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the Works according to the true intent and meaning of the Drawings and Specification taken together. The Contractor shall provide without extra charge all assistance and everything reasonably necessary for proving the quality of work done as may be required by the Regional Engineer.

21) SUB-CONTRACTED WORK

The contractor shall not sub-contract the entire contract. In case the contractor decides to subcontract part of the work (s)he shall obtain written consent of the Engineer, which shall not be unreasonably withheld. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be liable for the acts, defaults and neglects of any sub-contractor, his agent or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.

22) VARIATIONS / 'AS BUILT' DETAILS

No variations or alterations may be made without the prior approval of the Regional Engineer or his delegated representative. As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the specifications as issued to the Contractor at the start of the contract. These details will, where appropriate, be noted on the supplied drawing. All alterations will be deemed to have a zero additional cost implication. If any additional works are required that have an additional cost implication then these must be handled as a contingency and must first be authorized in writing by the Regional Engineer. Refer to notes on contingencies.

23) VERIFICATION OF EXPERIENCE

The proponent of a bid/quote will be required to produce adequate and sufficient references to enable the Department to inspect previously completed projects and assess his/her capacity. He/She shall provide such information in Annexure D – Experience.

24) LABOUR CAPACITY

The proponent of a bid/quote 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 a fair quality of workmanship. The Contractor shall only employ such persons on the Works as are thoroughly efficient and of good character. If in the opinion of the Head of Department or Delegated Representative any person employed by the Contractor misconducts him/herself or is likely to cause or has caused quarrels, or delay, or is incompetent, the Contractor when so directed by the Head of Department or Delegated Representative shall at once remove such person from the site.

25) LOCAL AND OTHER AUTHORITIES NOTICES AND FEES

The Contractor shall comply with and give notices required by any Act of Parliament, Act of the KwaZulu-Natal Provincial Legislature, Laws, Regulations and By-Laws of any Local Authority and/or any public service company or authority relating to the Works or with whose systems the same are or will be connected. He/She shall pay and indemnify the Employer against any fees or charges demandable by law thereunder in respect of the Works provided that the said fees and charges, if not expressly included in the Contract Sum or stated by way of Provisional Sum shall be added to the Contract Sum and be payable to the Contractor accordingly.

The Contractor before making any variation from the Drawings and Specification necessitated by such compliance shall give to the Regional Engineer written notice specifying and giving the reason for such variation and applying for instructions in reference thereto. If the Contractor within twenty-one days does not receive instructions he shall proceed with the work conforming to the provision, regulation or by-law in question, and any variation necessitated as previously mentioned shall be deemed a variation and dealt with as such.

26) INSURANCE

All accepted approved contractors would be required to provide the following insurances for the project awarded to them:

- Registration with the Compensation Commissioner and compliance with the Compensation for Occupational Injuries and Diseases Act with regard to insurance.
- Unemployment insurance fund for all permanent workers in his/her employ.
- Insurance against damage, destruction or loss caused by fire.
- Public Liability insurance.
- All risks (works) policy and Political for the value of the respective project plus 10%.

27) PROTECTION OF THE PUBLIC

The Contractor will be required to 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 existing Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as amended.

28) SITE SAFETY

During construction the regulations of the Occupational Health and Safety Act No. 85 of 1993 and Machinery and Occupational Safety Act (Act 6 of 1983) will apply. By submission of a Bid/Quote the proponent acknowledges and agrees that, should this Bid/quote be accepted, (s)he is an employer in his own right with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 and amendments thereto and the corresponding Construction Regulations 2003. The Contractor will ensure that all Works to be performed or machinery and plant to be used in the Works will be in accordance with the provisions of such regulations.

Costs for OHS compliance to be factored in in the P&G's, item 8.1

(S)he also agrees that he is aware of the fully understands all the provisions of such regulations. All equipment, machinery, tools and safety equipment used on site are to be in a safe operating condition and are to be used in a safe and considerate manner by suitably trained and experienced workers. The

Contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration. All necessary safety equipment required to construct the facility must be used by the workers where appropriate and are for the contractor's responsibility and provisioning. A first aid box is to be provided and available at all times on site during working hours and is to comply with the requirements of the Occupational Health and Safety Act. The Contractor shall ensure the safety of all work left standing in an incomplete state during the construction and shall be responsible for all damage or loss caused by his failure to ensure the safety of such incomplete work.

Site operations requiring special attention include but are not limited to: (1) any excavations; plant, machinery and equipment operations; (2) any chemical storage and usage whatsoever; (3) any works requiring elevated personnel such as for roofing, elevated building works requiring ladders or scaffolding etc. (4) any works with overhead elevated operations or construction. Please also refer to item "Safety" in Section C: Project Technical Specifications. OHS expenditure is included in the P&G Item of the Pricing Schedule (item 10.1).

29) PROTECTION OF THE PUBLIC

The Contractor will be required to 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 existing Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as amended.

30) INJURY TO PERSONS

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

31) DISAGREEMENTS

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

Ruling on disagreements The Engineer shall give a ruling on the disagreement in writing to the Contractor no later than 14 days after his receipt of a written request from the Contractor requiring him to do so, failing which he shall be deemed to have given a ruling dismissing all the Contractor's contentions.

32) FIXED PRICE CONTRACT

The contract shall not be subject to contract price adjustment. Proponents of Bids/Quotes must therefore allow for increase cost for the contract duration, including possible delays in awarding the Bid in accordance with the validity period.

33) PRICING - COMPLETENESS OF BID/QUOTE

- i. Proponents of Bids/Quotes will be required to Bid for all services, products and commissioning as specified in this document and associated plans This includes those optional items that will be pointed out as required at the bid briefing (e.g. VIP toilet(s), fencing and others).
- ii. If (s)he does not Bid/quote on all items, his/her Bid/quote may be rejected.
- iii. All bid/quoted prices for separate items are to be in South African currency and must at item level exclude VAT.
- iv. All items as described in the project specification are to be priced in full.
- v. Transport/Delivery costs must be included in the pricing. It must not be a separate item.
- vi. VAT must be filled in as the sub total followed by the complete price for the entire project.
- vii. The Bid price must have your company stamp, date and be signed by an authorised person.

34) QUANTITIES OF WORK

The Contractor shall receive payment only for the works actually executed and approved by the Engineer. No claim for an extra or for any addition, or for any variation shall be entertained unless such extra, addition or variation was ordered in writing by the Head of Department. Such a variation will be dealt with as a contingency only if the variation has an additional cost implication. See item on 'contingencies'. No objection to the description or terms of the Order in writing will be entertained unless lodged in writing with the Head of Department within twenty-one (21) calendar days of the date of the order.

35) PROGRESS PAYMENTS

The contractor may submit claims for progress payments only on completion of the hereunder-listed levels. Payment shall only be paid for claims, which are commensurate with the works actually executed and complete. NOTE: Payment will only be made against the construction progress as pertaining to built items. Movable items and materials on site are excluded from progress payments until they have been fully installed or fitted or built up. 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. The contractor shall be paid in up to a maximum of SIX payments.

PAYMENT SCHEDULE				
		% of total work	Actual payment (%)	
1	Site establishment + digging of trenches	25%	22.5%	
2	Laying and installation of piping + refilling of trenches	25%	22.5%	
3	Construction of the pump house and installation of pump	20%	18.0%	
4	Construction of the reservoir	25%	22.5%	
5	Final touches and commissioning Retention 5% at works completion	5% --	4.5% 5.0%	9.5%
6	Retention 5% at final completion	--	5.0%	
	TOTAL	100%	100%	

The penultimate payment occurs after practical works completion. The final payment will be made after at final completion 3 months after practical completion, provided that no latent defects occurred, or were attended to before the expiry of the 3 months period. See also section (36) below.

In case of the presence of limiting factors for (parts of) the project area (e.g. insufficient water availability, slopes greater than 12% or poor soils) the design size and quantities of material required must be reduced to suit the situation on site. A pro rata amount will then be paid based on the implemented system

36) Completion of the works

Work completion will be established over three stages, in line with the JBCC.

☐ 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.

□ Works completion

This stage will be reached after the Contractor has, to the sole assessment of the Engineer, fixed all defects listed on the snag list. It is at works completion that the Contractor will be paid out 50% of his retention money.

□ Final completion

The latent defect/liability period for infrastructural works implemented for the Department is 1 year. This means that the Contractor will be liable for latent defects that may come to the light after works completion. A latent defect is defined in the JBCC as “a defect that a reasonable inspection of the works by the principal agent would not have revealed before the issue of the defects list”. However, for practical reasons the payment of the second half of the retention money will take place 3 months after works completion, provided that no latent defects have come to the fore. Note well, though, that the Contractor will still be liable for the repair of latent defects not related to wear and tear for another 9 months after final completion.

37) RETENTION

A 10% retention will be withheld on each payment. See also Payment Schedule under (35). The Department will pay out half of this retention, or 5% of the bid value, as the seventh payment, at works completion (see Clause 36). A work has reached the works completion stage if the contractor had attended to all items listed on the patent defect list, or a works completion list which details defective and incomplete work present at practical completion but which are not required to achieve practical completion. This “snag list” is drawn up by the Engineer. The remainder, viz 5%, will be paid out after 3 months, provided that no latent defects have come to the fore, or that the Contractor has fixed those latent defects that have come to the light after works completion.

38) DEFECT LIABILITY PERIOD

An amount of 5% of the contract value for the works will be withheld as latent defect liability retention. This amount is included in the 10% retention. The contractor shall unconditionally guarantee all materials, workmanship related to the works for a minimum period of 1 year. The guarantee shall cover any latent 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. If any defects are not remedied within the period specified by the Head of Department, then the Head of Department shall have such defect repaired at the risk and cost of the Contractor by another Contractor whom the Head of Department deems to be proficient in the work without prejudice to any rights the Head of Department has against the defaulting contractor. The Head of Department will give written notice to the Contractor of such instances where he appoints another Contractor to remedy defects in the works.

39) SERVICE LEVEL AGREEMENT

The successful Bidder and the Department will sign a Service Level Agreement prior to commencement of works. A proposed schedule of works must be provided by the contractor for the approval of the Engineer within two weeks of receiving notification of a successful bid. The payment schedule above (clause 35) reflects the actual amounts based on the % presented in it. The percentages of this schedule represent the estimated percentage that that work phase constitutes of the whole project. Where these work percentages and concomitant payment amounts differ from the actual bid amounts, the payment schedule will take priority.

The General Conditions and Technical Specifications as listed in this bid document, as well as the Drawings, are deemed to form part of the SLA.

40) COMMENCEMENT OF THE WORKS

The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site shall only be accessible to contractor staff and Departmental representatives while work is in progress. The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects. Site establishment must start within two weeks, and the actual works within three weeks after hand-over of the site, provided that an official order has been issued and that no exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail. In the case the work has not commenced within three weeks of the hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract and appoint the Contractor who would according to the outcome of the bid evaluation would be next in line for an appointment.

41) RATE OF PROGRESS

The Works shall be completed within the period indicated in the Service Level Agreement. If the Works are delayed by cessation of work by any workmen, inclement weather, or by any omissions, additions, substitutions or variations of the Works, or of any items of work, labour or material, or by any other causes beyond the Contractor's control, then 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. 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. The date of completion will be extended only to the extent approved by the Department.

Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided by sub-clause (a) of this clause shall not be exceeded. 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.

42) TIME TO BE OF THE ESSENCE

Time shall be considered as the essence of the Contract. If, therefore, the Contractor fails to commence work or the Works or to proceed with and complete the Works in compliance with the projected timeframes, then the Head of Department shall have the right in his/her absolute discretion to adopt and exercise all or any of the following courses wholly or partly, viz: -

- To direct the Contractor, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites, and thereupon: -
- To make any Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.
- To provide such number of men, or purchase such materials, or both provide the men and purchase the materials as to him shall seem fit and proceed with and complete the said Works.

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

43) PROGRAMME AND PROGRESS PAYMENTS (AFTER CONTRACT AWARD)

The contractor is to supply a Gantt chart with the proposed times of completion of each phase and associated progress payment request for the project.

44) PERIOD OF COMPLETION

The project is to be completed within 3 months of award of the contract (90 calendar days).

45) PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

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. 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. The Engineer may, after informing in writing the contractor of his intention to do so at least 2 weeks before the deadline, decide to deduct a penalty for late completion of up to 0,05% or maximum R500/working day delay. This will be deducted from the retention.

46) ANCILLARY MATERIALS, SERVICES AND EQUIPMENT

An amount will be set aside for Ancillary Materials, Services & Equipment on the Pricing schedule/BoQ under item 10.1. It will constitute 10% of the Sub-Total Of All Works on line 9 of the pricing schedule. It covers additions to the works due to site-specific circumstances and additional items not covered elsewhere in the original contract due to circumstances that have occurred after commencement of the works. Any expenditure against this item must be agreed upon in advance by the Department and no additional work or purchases or services may be done/delivered without such permission. Payment will be on the basis of proven cost plus a % mark up to be tendered under Pricing Schedule item 10.2.

If no expenditure against this item is made, or if the total of approved expenditure against this item is less than the amount under 10.1/10.2, the balance not used will be subtracted from the contract amount and will NOT be paid out.

C.1) DETAILS OF CONTRACT

C.1.1 The Bill of Quantities (Annexure C) attached must be checked and verified by the tenderer. The contractor may, after approval by the departmental representative, make adaptations to the original design if these are deemed to constitute an improvement to the design and will not increase the overall cost of the scheme. These proposed changes must be accepted by the Regional Engineer and be confirmed in writing.

C.1.2 The water supply layout/route must be pegged out by contractor and will be checked by departmental representative. Trenches to be dug using suitable plant or local labour. Minimum trench depth must be 600mm. Depth of mainline trench: 900mm.

C.1.3 All material to be supplied and delivered to site. Proper security measures must be implemented in consultation with the beneficiaries to safeguard it prior to installation. Alternatively material can be delivered in batches, as and when required. 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.

C.1.4 The work includes the supply and installation of all required material including piping, pump, pump house and reservoir.

C.1.5 All material must be checked by a departmental representative prior to installation and testing. All joints are to be left uncovered for inspection purposes and are only to be covered after inspection by departmental engineering representative and after he/she is satisfied that there are no leaks or other faults.

C.1.6 The scheme must be fully tested and commissioned in the presence of an Engineering representative of the Department. The contractor will remain responsible for the scheme including all materials, and the official hand over and final payment will not take place, until such time that the entire scheme is fully functional and all leaks etc. have been repaired.

C.1.7 The scheme should include concrete thrust and anchor blocks and air valves where required, but especially for the suction and delivery pipes at the pump.

C.1.8 The Bidder will be required to satisfy the Department that a sufficient and experienced skilled and semi-skilled labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce a fair quality of workmanship. The Bidder will be required to submit a list of references/ projects (ANNEXURE D: References) to enable the Department to inspect previously completed work and assess the capacity of the Bidder. Furthermore, the Bidder will be required to source local subcontractors and labour (see C.6.1).

C.1.9 The tenderer should have a minimum CIDB grading of 3SH/CE.

C.2) PIPING

C.2.1 All piping must be SABS approved and of the correct size and class as specified in Annexure C.

C.2.2 All appropriate fittings are to be supplied including any additional material for breakage and/or unforeseen events. UPVC pipes and fittings shall be fitted with spigot and socket rubber ring joints and shall comply with the relevant requirements of SABS 966 Part 1 for all pipe sizes.

C.2.3 Equipment, pipes and other materials that are damaged before or during delivery, or during the testing of the scheme before commissioning, are to be replaced by the contractor at no extra cost to the Department.

C.3) PUMP & MOTOR

C.3.1 The pump delivery required is 10m³/h and the total pumping head is 225m for the unit (minimum of 75% efficiency required). The proposed pump performance specification including NPSH and efficiency curves must be supplied with the tender. The tender will not be considered if this information is not attached to the tender.

C.3.2 The unit must include a suitable diesel motor (reputable make) and be direct coupled to the pump. Please state make and model of motor on Annexure C. The pump and engine unit should be securely mounted on a suitable galvanized steel frame and suitably fixed (bolted) to the pump house floor slab.

C.3.3 The motor should be overrated by a minimum of 30% to compensate for pump and motor efficiency, as well as wear and tear of motor over time.

C.3.4 The contractor is responsible for the correct alignment of both pump and motor unit.

C.3.5 A steel extension must be fitted to the exhaust to ensure fumes exit the pump house. This extension is to vertically installed with a heavy duty clamp to protrude through the roof of pump house.

C.3.6 All necessary fittings, adaptors, reticulation, reducers, pressure gauge, priming funnels, tools etc should be supplied with the unit.

C.3.7 A neat and accurate drawing indicating the proposed layout of both pumps, motors, pipes and fittings and layout of the works must be provided with the tender proposal.

C.4) PUMP HOUSE (DRAWING 2012/01/IRR)

C.4.1 Pump house to be positioned 500mm above the 25 years flood level of the water course or, if this is not known, at least outside of reach of the direct water flow in case of normal rainfall. Engineering to be consulted about the exact location of the pump house before commencement of construction.

C.4.2 Door opening should be on the downstream side of the pump house.

C.4.3 Security gate to be installed in front of entry door. See Drawing RDN/2012/08a/STO.

C.4.4 Pump intake level should be maximum 2.5m above the non-flood level of the watercourse.

C.4.5 Damage to the pump house due to floods during the construction process cannot be claimed as a contingency.

C.5) RESERVOIR

C.5.1 The reservoir should be a premanufactured panel reservoir of 200-250kL capacity, consisting of arched steel zink aluminium sheets with a steel domed roof, with a diameter of 10-12m and a height of 2.2-2.5m. With HDPE or LDPE lining.

C.5.2 The reservoir should be installed by the specialist supplier and only premanufactured models may be used. Examples of such a reservoirs are provided below in figure 1. Possible reservoir suppliers/ manufacturers are SBS, Rhino tanks, Rainbow tanks and Hydrex.

C.5.3 A suitable base is to be leveled, compacted and filled with sand to accommodate the reservoir. The reservoir should require no concrete slab.

C.5.4 All relevant fittings and valves to be supplied and installed including wall rings, nuts & bolts, liner, roof trusses, 50mm inlet and outlets.

C.5.5 The reservoir is to have a suitable dome roof and a full-length detachable ladder.

Figure 1: Examples of steel panel reservoirs



C.6) LABOUR AND TRAINING

C.6.1 It is recommended that the trenching, pipe laying and block laying for pump house be subcontracted to local contractors in order to develop local BEE contractors. In situations where this is not possible, local labor must be used (50% of the total labor value). It is required that the sub-contractor be paid every two weeks.

C.6.2 During pipe laying and installation the community must be intensively involved and trained on all aspects of the reticulation especially with respect to maintenance. The following extensive training in the operation and maintenance of the scheme must be provided before hand over of the scheme to the beneficiaries:

- Priming of the pump;
- Operation of pump and engine, including operating the motor at optimum speed.
- Basic maintenance including service intervals, what to change (and when), checking of the oil and the water for the bleeding of pump.
- Operation of the mobile elements of the system (hooking up of the suction pipes and dragline hoses);
- Identification of leaks and basic repairs:

o Repair of leaks in underground piping with duct tape (temporary); o Replacement of the broken section with a coupling and/or new piping. □ Management and operation of system.

Training dates to be confirmed with the Department and the actual training to be conducted in the presence of Departmental staff and project beneficiaries.

C.7) HEALTH & SAFETY

C.7.1 The Occupational Health and Safety Act, Act 85 of 1993 shall apply to this contract. The Contractor shall comply with the Particular Specification for Occupational Health and Safety. All safety equipment required to construct the facility are for the contractor's responsibility and provisioning. Examples include: safety and protective clothing; sound scaffolding; falsework and bracing; ladders Etc. All equipment, tools, offloading and safety equipment are to be in a safe operating condition and all necessary safety procedures are to be adopted where appropriate.

C.7.2 The Safety of the public must be of prime importance and the utmost care must be taken to ensure that the correct signs, barriers and warning devices are in place. Any movement of construction equipment must be controlled on site at all times.

C.7.3 The Contractor shall, in preparation of his Health and Safety Plan, familiarise him/herself with emergency services in the location of the Works and with the local infrastructure, e.g. clinics, hospitals, police services, ambulance services, fire protection services and disaster management centres, to such extent that he/she is conversant with these, should the need arise.
Telephone numbers of all emergency services to be permanently displayed at the site camp, in a convenient and prominent position, wherever possible, close to a telephone.

C.7.4 Should the Contractor at any stage in execution of the Works:
a) fail to implement or maintain his health and safety plan;
b) execute construction work which is not in accordance with his health and safety plan; or (c) act in any way which may pose a threat to the health and safety of persons, the Engineer will, by written order, suspend the progress of the Works. The Contractor shall, during such suspension, properly protect the Works so far as is necessary.

C.7.5 The Contractor shall provide proof of his registration and good standing with the Compensation Fund, or with a licensed compensation insurer, prior to commencement with the Works.

C.7.6 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations, all in terms of sub-clause 4(1)h of the Construction Regulations. The costs of compliance shall clearly be demonstrated separately under the appropriate item on Annexure C, 4.2.

C.7.7 The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan, in compliance with the Act and the Regulations, which shall be applied from the date of commencement of and for the duration of execution of the Works.

C.8) COMPULSORY INFORMATION REQUIRED:

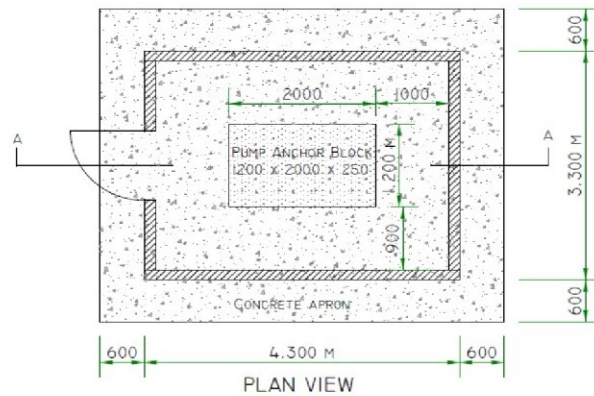
The Bidder is to attach the following information with their bid:

INFORMATION AND DOCUMENTATION	FOR OFFICE USE ONLY	
	YES	NO
<input type="checkbox"/> Pump performance specifications and NPSH curves.		
<input type="checkbox"/> Motor specifications.		
<input type="checkbox"/> Drawing indicating the proposed layout of the pump, motor, pipes and fittings and electrical layout of the works.		
<input type="checkbox"/> Annexure B fully completed.		

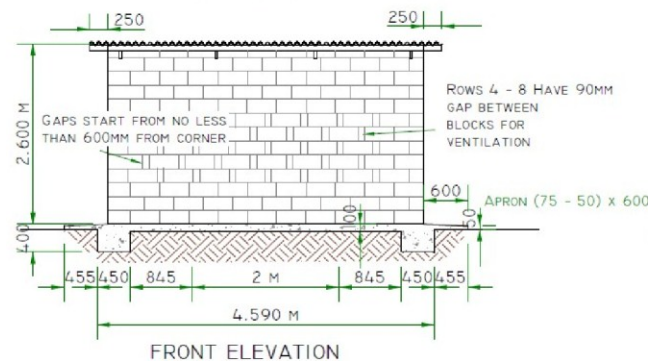
<input type="checkbox"/> Annexure C fully completed.		
<input type="checkbox"/> Proof of CIDB grading.		
<input type="checkbox"/> All other necessary documents.		

ANNEXURE F:

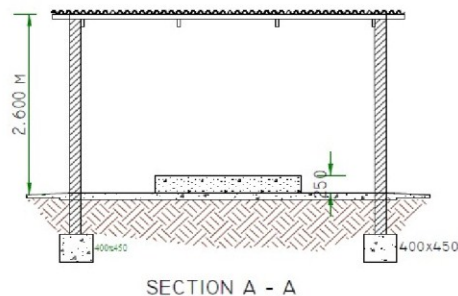
PUMP HOUSE DRAWING



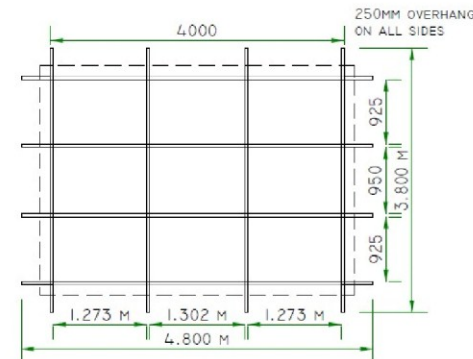
PLAN VIEW



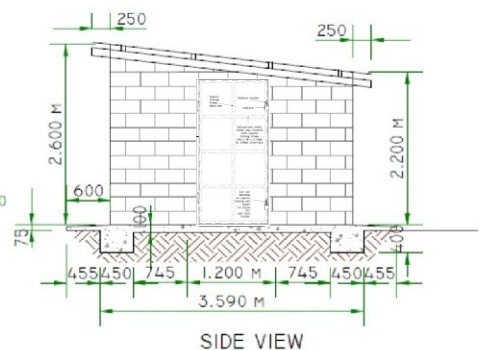
FRONT ELEVATION



SECTION A - A



ROOF STRUCTURE



SIDE VIEW

NOTES

- 1) ROOF BEAMS MUST BE PROPERLY SECURED TO WALL
- 2) BLOCKS MUST BE PROPERLY WET BEFORE USE
- 3) USE M150 BLOCKS (400 X 200 X 150)
- 4) FLOOR SLAB REINFORCING TO BE OVERLAPPED ACROSS PUMPING BLOCK
- 5) REF 100 REINFORCING
- 6) NO REINFORCING IN APRON: TO BE STOPPED IN-LINE WITH EXTERNAL WALL FACE
- 7) 40MM COVER FOR REINFORCING
- 8) MIXES: CEMENT: SAND: STONE
FLOOR 1: 3: 3 (13 TO 19MM)
FOUNDATION 1: 4: 4 (13 TO 19MM)
MORTAR 1: 5
- 9) 75MM BRICKFORCE EVERY 3RD ROW
- 10) STEEL DOOR, FRAME WITH BURGLAR GUARD AND LOCK
- 11) ROOF BEAMS S.A. PINE: 38 X 114
ROOF PURLINS S.A. PINE: 50 X 76
BEAMS AND PURLINS MUST BE TREATED
- 12) CORRUGATED IRON ROOFING 0.55 X 630 X 3800

13) GENERAL
IT MUST BE NOTED THAT IT WILL BE EXPECTED THAT GOOD QUALITY CONCRETE WILL BE USED AND THAT CORRECT MIXING, PLACING, COMPACTING AND CURING METHODS WILL BE ADHERED TO (I.E. ACCORDING TO METHODS RECOMMENDED BY THE C.N.C.I)

ALL CIVIL WORKS INCLUDING ROOFING MUST BE DONE ACCORDING TO ACCEPTABLE BUILDING STANDARDS AND REGULATIONS (SABS). ALL MATERIAL SUPPLIED TO BE OF SABS/SANS QUALITY.

COGNISANCE MUST BE TAKEN OF THE NEED FOR SUITABLE HOLES FOR SUCTION AND DELIVERY PIPING. THESE HOLES ARE TO BE FILLED IN ONCE PIPING HAS BEEN INSTALLED FOR A NEAT FINISH. THE POSITION OF THE HOLES ARE TO BE DETERMINED ON SITE.

BILL OF QUANTITIES

- TREATED ROOF BEAMS 3.8 M X 114MM X 38MM (4x)
- TREATED ROOF PURLINS 4.8 M X 75MM X 50MM (4x)
- CORRUGATED IRON SHEETING (GALV) 3.8 M X 700MM X 0.55MM (9x)
- ROOFSCREWS WITH 25MM WASHERS [65x]
- BRICKFORCE 75MM X 1.6MM (ROLLS OF 15M) [4x]
- M150 Blocks (500x)
- POCKETS OF CEMENT (40x)
- RIVER SAND (5M3)
- STONE 13/19MM (4.0M3)
- STEEL FRAME TO MOUNT PUMP ON (1x)
- STEEL DOOR AND FRAME (1x)
- STEEL BURGLAR GUARD FOR DOOR (1x)
- SUITABLE PADLOCKS FOR GATE AND DOOR (2x)



DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT
KWAZULU - NATAL
ENGINEERING SERVICES

SCALE
1:60 (A3)
1:85 (A4)

ANNEXURE E:
PUMP HOUSE DESIGN

DRAWING NO: 2012/01/IRR	CHECKED E.KOCH
DRAWN: R.SAYED	DATE 01/08/2012
	REV: 01/11/2016

Annexure C.1 : Price of irrigation material, pump unit and pump house					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Piping (must be SABS or SANS approved)				
1.1	110mm uPVC C25 piping (6m lengths)	length	75		
1.2	110mm uPVC C20 piping (6m lengths)	length	35		
1.3	110mm uPVC C16 piping (6m lengths)	length	175		
1.4	110mm uPVC C12 piping (6m lengths)	length	35		
1.5	110mm uPVC C9 piping (6m lengths)	length	35		
1.6	50mm uPVC C6 piping (6m lengths)	length	70		
1.7	40mm uPVC C6 piping (6m lengths)	length	20		
1.8	100mm fully galvanized Klambon steel pipe with joints (6m lengths)	no	6		
2	Fittings and connections				
2.1	110 x 50mm reducer coupling	no	1		
2.2	110mm uPVC x 100mm Klambon fitting/adaptor	no	6		
2.3	50 x 40mm reducer coupling	no	1		
2.4	40mm equal tee	no	2		
2.5	40mm compression elbow	no	2		
2.6	2" brass gate valve	no	1		
3	Pump house, unit and fittings				
3.1	Suitable pump (225m@10m ³ /h) + diesel motor with all accessories incl hand throttle	no	1		
3.2	Suitable steel base plate and raw bolts to mount pump	no	1		
3.3	Suitable stainless steel exhaust with silencer and extension, clamped (to protrude through roof with flap)	no	1		
3.4	Battery and starter unit for motor, fully installed (must have crank as backup)	no	1		
3.5	1000litre Galvanized steel diesel tank with lockable cover on suitable 2m high steel stand linked to motor	no	1		
	Pump house material to accommodate above unit (3.6 - 3.18)				
3.6	Suitable steel door with steel frame	no	1		
3.7	Suitable burglar guard for entrance	no	1		
3.8	Padlock, hasp and staple or equivalent	no	2		
3.9	Brickforce (0,075mm) (in rolls)	no	4		
3.10	Ref 100 reinforcing (3,6m x 3,6m) (in square metres)	no	15		
3.11	Ref 888 reinforcing (6m x 2,4m) (in square metres)	no	19		
3.12	M150 Blocks	no	550		
3.13	Cement (50kg pockets)	no	60		
3.14	Sand (m ³)	no	7		
3.15	Stone (19mm) (m ³)	no	6		
3.16	5" Galvanized steel pipe, 3m length with flanged ends (including bolts and nuts)	length	3		
3.17	5" Galvanized steel bend, 45 degree with flanged ends (including bolts and nuts)	no	2		
3.18	5" Galvanized steel pipe, 2m length with welded flanged end	length	2		
3.19	110mm x 5" flanged adaptor	no	2		
3.20	5" non-return valve (swing-check valve)	no	1		
3.21	Flomax strainer including footvalve (with flanged end)	no	1		
3.22	Concrete (m ³) for anchor and thrust blocks	no	1		
3.23	10bar Pressure gauge (fitted near pump)	no	1		
3.24	Hour meter (fitted near motor)	no	1		
3.25	Priming funnel and ball valve (with 1" fittings, to be fitted onto pump for priming purposes)	no	1		
3.26	Tacho meter (installed on motor)	no	1		
3.27	All nuts, bolts and washers including flange gaskets, reinforced pipes ,rubber seals and gaskets required	sum	sum		
3.28	Thread tape	no	10		
3.29	Concentric/Ecentric reducers to suit pump installation	no	sum		
	Bypass from delivery line to pump (for priming)				
3.30	110mm x 1" cast iron saddle	no	1		
3.31	1" galvanized steel pipe, 500mm length (tbe)	no	2		
3.32	1" galvanized steel elbow (ff/f)	no	2		

TOTAL PAGE 1 (TRANSFER TO TOP OF NEXT PAGE) >>>>>

R

Annexure C.2 : Price of irrigation material, pump unit and pump house

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Total (excluding VAT) R FORWARD FROM PAGE 1 >>>> R					
3	Pump house, unit and fittings				
3.33	1" galvanized steel pipe, 1m length (tbe)	no	3		
3.34	1" galvanized steel sockets	no	3		
3.35	1" galvanized steel pipe, 100mm length (tbe)	no	1		
3.36	25mm isolating ball valve (Cobra/RSL" or similar approved with steel lever and full bore)	no	1		
3.37	1" galvanized nipple (to be welded onto delivery pipe close to pump)	no	1		
4	Reservoir and associated fittings				
4.1	Preparation and Levelling of base for reservoir, 12.78m	sum	sum		
4.2	Pouring and compacting of sand base, 12.78m	sum	sum		
	Reservoir (to include 4.2.1 to 4.2.4)	no	1		
4.2.1	210KL Zinc aluminium reservoir with domed roof, 10.78m diameter, 2.3m height (with HDPE or LDPE lining)	no	1		
4.2.2	All required fittings including wall rings, bolts & nuts, liner, roof trusses and other required accessories	no	1		
4.2.3	50mm inlet and outlet on reservoir	no	1		
4.2.4	Full length detachable ladder for resevoir	no	1		
4.3	2" galvanized steel piping, TBE, 3m length	no	2		
4.4	2" galvanized steel piping, TBE, 300mm length	no	2		
4.5	2" galvanized steel piping, TBE, 100mm length	no	6		
4.6	2" galvanized steel piping, TBE, 50mm length	no	6		
4.7	2" galvanized steel sockets	no	10		
4.8	2" galvanized steel bend (90 degree, TBE)	no	4		
4.9	2" brass gate valve	no	2		
4.10	50mm x 2" male adaptor	no	2		
4.11	2" galvanized steel nipple	no	2		

5	Excavation, trenching and backfilling				
5.1	Digging of trench 300mm (w) x 600mm (d)	m	2700		
5.2	Pipe lay and backfilling of trenches	m	2700		
5.3	Excavation of platform for pump house (5m x 4m x 2m)	m ³	40		
6	Safety wear & tools				
6.1	Safety boots with steel cap (sizes 10-12) - pairs	No.	7		
6.2	Overalls & gloves (pair)	No.	7		
6.3	Scotched eyed auger (for 25mm holes on uPVC pipe)	No.	1		
6.4	Standard hack saw	No.	1		
7	Labour (other than for trenching) & Supervision				
7.1	Site foremen (1 for pipelay & installation + 1 for pumphouse construction & concrete work	Sum	1		
7.2	Labour for pipelay & installation	Sum	1		
8	Transport				
8.1	Transport of labour				

8.2	Contractor site visits & meetings with Engineering representatives				
8.3	Transport of all materials, including off-loading	Sum	1		
SUBTOTAL PAGE 2 > TRANSFER TO TOP PAGE 3 >>				R	




ANNEXURE C2:		PRICING SCHEDULE PAGE 3			
9	SUB TOTAL ALL WORKS (BROUGHT FORWARD FROM PREVIOUS PAGE)>>	R			
10	Miscellaneous				
10.1	Ancillary materials, services & Equipment ¹ - >> 10% of subtotal under line 9 See Special Contract Conditions Clause 46	Sum	1		
10.2	Mark up % on items/services procured under 10.1 >>>.....%	Sum	1		
SUB-TOTAL				R	
VAT				R	
TOTAL				R	
¹ Any expenditure against this item must be agreed upon in advance by the Department. If not, or only partially used, the balance of this items will NOT be paid out.<					

ANNEXURE D: EXPERIENCE

Please provide an indication of your experience and expertise by completing the table below (minimum 2, maximum 5 projects in the past 5 years).

No	Name of project + Period	Project description	Role (self or subcontracted)	Project value	Name and contact number of referee
1					
2					
3					
4					
5					

ANNEXURE E: EVALUATION OF IRRIGATION BIDS (FUNCTIONALITY)

CRITERIA GUIDELINES FOR EVALUATION	
	capacity
	gistration
	in the
	ned.

Submissions will be scored using the below scoring table. This bid will be evaluated on functionality which will determine the capability, ability and capacity of the prospective bidders to provide the required goods or services for the department. A minimum score of 65% must be obtained by the bidder in order to qualify to be evaluated further for price.

<i>EVALUATION MATRIX</i>		<i>Points % Score</i>	

EVALUATION MATRIX (CTD)		Points % Score	
2.	<p>DEMONSTRABLE EXPERIENCE OF THE PROSPECTIVE SERVICE PROVIDER'S ENGAGEMENT IN SIMILAR WORK (CONTINUED)</p> <p>B) Extra points per project for a full set of project details (Project name & description, Contractor's role (self or sub-contracted), Project value, Name & contact number of referee) provided with the project name. 2 points per project <u>Maximum 10 pts</u></p> <p>C) Documentary proof such as reference letters/ completion certificate/close out report indicating key project parameters, e.g. client, location, value, construction period . 5 points per document <u>Maximum 15 points.</u></p>	10 max	
		15 max	
<p>SUBMISSION OF A SHORT DESCRIPTION OF THE INTENDED IMPLEMENTATION METHODOLOGY INDICATING TIME FRAMES TO COMPLETE THE WORKS.</p> <p>1. Implementation methodology has been submitted with original bid and methods and time frame are realistic and demonstrate a clear understanding of the intended 3 project scope.</p> <p>2. Implementation methodology plan has been submitted with original bid, but methods and time frame are unrealistic or show lack of capability.</p> <p>3. Implementation methodology plan was not submitted.</p>		[20]	
		20	
		12	
		0	
TOTAL		100%	

EVALUATION OF BIDS:

- 1.1. The bid requires that all prices tendered are firm. If a non-firm price is tendered, the offer will be disqualified.
- 1.2. The following requirements have to be met, failing which will lead to immediate disqualification
 - 1.2.1 The bid form must be fully completed and be submitted on or before the closing date.as specified in the bid document.
 - 1.2.2 All applicants must be registered on the Central Supplier Database (CSD)
- 1.3 The following clauses in SBD 3 – “Special Instructions and Notices to Bidders”, regarding the completion of bidding forms, will also be utilized to qualify / disqualify bidders:
 - 1.3.1 Under no circumstances whatsoever may bid forms be retyped or redrafted
 - 1.3.2 Bids submitted must be complete in all respects.
 - 1.3.3 Any alteration/s made by the bidder must be initialled.
 - 1.3.4 Use of correction fluid is prohibited
 - 1.3.4. Company registration documents
 - 1.3.5 Certified ID copies of directors, members or owners
- 1.4 The following documents must be attached to the bid:
 - 1.4.1 BBBEE Certificate.
 - 1.4.2 Copy of the Tax Compliance Pin number from SARS
 - 1.4.3 CIDB grading **3SH/CE**
 - 1.4.4 Letter of good standing for UIF not older than 12 months (from department of labour).
 - 1.4.5 Letter of good standing from compensation commissioner not older than 12 months (from department of labour).