KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

QUOTATION No: R/S/2627/1254

DESCRIPTION OF SERVICE:

CONSTRUCTION OF A 13M x 7.2M SHADE NETTING INCLUDING ASSOCIATED WORKS FOR ZWELINZIMA HIGH SCHOOL

NAME OF BIDDER:

Mandatory Requirements

1. Minimum of **CIDB Grading 1CE and higher**

COMPULSORY BRIEFING SESSION

Venue	***ZWELINZIMA HIGH SCHOOL***
Date	**12 August 2026**
Time	**11:00am**

Return of Bid:

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

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

Tel: **(033) 343 8110 Ext 8110** before **11:00** am on the closing date:**19 August 2026**

Issued by:

The Department of Agriculture and Rural Development

1 Cedara Road

Cedara

3200

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

INVITATION OF QUOTATION FROM R1 - R1 MILLION

THIS FORM MUST BE COMPLETED IN DETAIL AND MUST BE ACCOMPANY A VALID BBBEE CERTIFICATE/SWORN AFFIDAVIT / FULL CSD REPORT

QUOTATION NUMBER: R/S/2627/1254	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 19 August 2026	CLOSING TIME:11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: ***CONSTRUCTION OF A 13M x 7.2M SHADE NETTING INCLUDING ASSOCIATED WORKS FOR ZWELINZIMA HIGH SCHOOL*** SEE SPEC ATTACHED	COMPANY NAME: TEL NO: FAX NO: CONTACT PERSON: CSD REG NUMBER MAAA.....
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R .....
COMPANY OFFICIAL STAMP (COMPULSORY)	..... SIGNATURE OF BIDDER ..... DATE

QUOTATION TO BE RETURNED TO:

Head office 1 Cedara road Pietermaritzburg tender box at scm cedara head office Department of agriculture and rural development

L Zondi

TELL:033 343 8110

NB: ALL DOCUMENTS MUST PERTAINING TO THIS QUOTATION MUST BE COMPLETED IN FULL , SIGNED AND RETURNED WITH ALL YOUR SUPPORTING DOCUMENTS.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	11:00AM
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Head office 1 Cedara road Pietermaritzburg tender box at scm cedara head office Department of agriculture and rural development					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**L. Zondi**	CONTACT PERSON	**T.K Onkay**
TELEPHONE NUMBER	**033 343 8110**	TELEPHONE NUMBER	**082 330 3647**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**Lungani.Zondi@kzndard.gov.za**	E-MAIL ADDRESS	

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

ANNEXURE A

FOR ENQUIRY ONLY

END-USER NAME : Gugu Hlongwane
CELLPHONE NUMBER : 033 355 9175/082 747 7791
E-MAIL ADDRESS : Gugu.Hlongwane@kzndard.gov.za
PROPOSED DELIVERY DATE : 31 August 2026
DELIVERY ADDRESS : ZWELINZIMA SS SCHOOL
DEATAILS OF OFFICIALS : ZS Ndwandwe 076 821 7657 OR TK ENGINEER 082 330 3647
LOCAL MUNICIPALITY : UMZIMKHULU
DISTRICT : HARRY GWALA

SITE BRIEFING IS COMPULSORY

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1	CONSTRUCTION OF A 12M x 7,2M SEEDLING NURSERY INCLUDING ASSOCIATED WORKS AT ZWELINZIMA SS SCHOOL Refer to details specifications and designs attached for the Pricing Schedule . Final total from Pricing Schedule to be inserted on this page	1				
	* LABOUR (IF APPLICABLE)					
	*DELIVERY (IF APPLICABLE)					
	TOTAL					
	*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT					
	TOTAL PRICE					
	CIDB Grading (IF APPLICABLE) ICE					

COMPANY NAME : _____
CSD NUMBER : _____

ADDRESS : _____
CONTACT PERSON : _____

CONTACT NUMBER : _____

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

PRICES ARE VALID FOR DAY — Mark one Box (X)

30	60	90	120

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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1. the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

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

2.4 Does the bidder or any of its directors/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract? **YES/NO**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ..., the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....	.....
Signature	Date
.....	.....
Designation	Name of bidder

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 80/20 preference point system.

b)80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)**
Enterprises located in a specific District (Proof of residence to be attached)	10	
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% black people	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

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

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

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

An EME or QSE entity which is:

51% black people who are youth.

51% black people who are women.

51% black people with disabilities.

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

51% black people who are military veterans.

A cooperative owned by 51% black people

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)**
100% Black owned entities	**10**	
The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)**
Enterprises located in a specific District (Proof of residence to be attached)	**10**	

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)**
Enterprises located in a specific District (Proof of residence to be attached)	10	
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% black people	5	

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

SECTION D

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

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

Site/Building/Institution Involved:

Quotation Reference No: **R/S/2627/1254**

Goods/Service/Work: ***CONSTRUCTION OF A 13M x 7.2M SHADE NETTING INCLUDING ASSOCIATED WORKS FOR ZWELINZIMA HIGH SCHOOL***

****

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

_____

On behalf of (company name) ____-

_____

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

_____

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_____

_____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp With Signature

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

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

Deponent Signature: _____

Date : _____

_____

Commissioner of Oaths Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – a) Who are citizens of the Republic of South Africa by birth or descent; or b) Who became citizens of the Republic of South Africa by naturalization- I. Before 27 April 1994; or II. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

Definition of "Black Designated Groups"	"Black Designated Groups means: a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; b) Black people who are youth as defined in the National Youth Commission Act of 1996; c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; d) Black people living in rural and under developed areas; e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % =_____%
- Black Unemployed % =_____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % =_____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box**.

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

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

Deponent Signature: _____

Date : _____

_____

Commissioner of Oaths Signature & stamp

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (iv) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Special Conditions of Contract;

   (v) General Conditions of Contract; and

   (vi) Other (specify)

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

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

5. I undertake to make payment for the goods/works as specified in the bidding documents.

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2. .....

DATE: .....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I BR Dube in my capacity as Scm Director accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

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

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2. .....

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

APPOINTMENT OF A SERVICE PROVIDER TO CONSTRUCT 12M x7.2M NURSERY AT ZWELINZIMA SHCOOL - UMZIMKHULU LM – HARRY GWALA DM

APRIL 2026

TABLE OF CONTENTS PROJECT TECHNICAL SECTION

No.	Section	Pages	Returnable section?
1	Table of Contents	1	NO
2	A | General Notes & Disclaimer	2	NO
3	B1 | Special Conditions of Contract - 2015 SAICE General Conditions of Contract as amended	3 - 7	NO
4	B2 | Special Conditions of Contract – Additional	8 - 15	NO
5	C | Terms of Reference and Scope of Works	16 - 19	NO
6	D | Project Particular Specifications	20 – 21	NO
7	E | Standard Technical Specifications	22 – 30	NO
	List of Appendices	31	
8	APPENDIX 1: PRICING DATA	32 – 38	YES
9	APPENDIX 2A | Contractor's Health & Safety Declaration	38- 39	YES
	APPENDIX 2B | Pro Forma OHS Agreement	40 - 42	NO
10	APPENDIX 3A | Locality map	43	YES
11	APPENDIX 4 | Drawing 01 – Shade Net Nursery 12m x 7.2m – Top View	44	
12	APPENDIX 5 | Drawing 02 - Shade Net Nursery 12m x 7.2m – Elevations	45	NO

A | GENERAL NOTES AND DISCLAIMER

1 COMPLETENESS OF THE DOCUMENT

1.1 The information provided in this document is done in good faith. Information regarding subsurface conditions, materials on site and other site information supplied is for the contractor's convenience, as an indication of conditions likely to be encountered.

1.2 No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials.

1.3 The information provided will not be regarded as in any way limiting the Contractor's responsibilities. He/ She will be held to have satisfied him/herself of all conditions to be encountered on site and to allow accordingly in his/her tendered rates.

2 APPLICABLE STANDARDS

2.1 The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200) with particular reference to *SANS 10400 General principles and requirements, latest version* shall apply to this Contract together with additional amendments as set out herein.

2.2 The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer.

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

2.4 As for the Design elements of the contract, SANS 10160-1:2019: *"Basis of structural design and actions for buildings and industrial structures." will apply.*

3 CONTRACT DOCUMENTS

3.1 This contract is governed by the conditions of the Special Conditions of Contract (Section B1 & B2) and must be read in conjunction with the referenced Drawings of Appendices 4 & 5 & B

3.2 If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Schedule of quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at an early stage, but not later than before the commencement of any construction.

3.3 The same applies for purported differences between the technical specifications and schedule of quantities.

4 ERRORS

4.1 Whilst efforts have been made to ensure correctness of the document, especially regarding Technical Information; Bill of Quantities, formatting; numbering and referencing etc. the onus lies with the contractor and those utilizing this document to verify all information and to confirm such, especially during pricing.

4.2 In instances were works/items are referenced in the Technical Information but omitted in the Bill of Quantities, and the error is picked up before the job is awarded, an amended BoQ will be sent for pricing before closure of the bid/quote. If the error only comes to the light after award of the job, the omitted item(s) will be paid for from the Contingencies allocation, after a market related quote was submitted by the SP and approved by the Engineer, and installation of the item has taken place.

APPOINTMENT OF A SERVICE PROVIDER TO CONSTRUCT 12M x7.2M NURSERY AT ZWELINZIMA SHCOOL - UMZIMKHULU LM – HARRY GWALA DM

B | SPECIAL CONDITIONS OF CONTRACT
Section 1: Amendments to GCC 2015 (3rd Edition)

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

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

AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT – MAY 2026 (1)

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

AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT – MAY 2026 (2)

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

AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT – MAY 2006 (3)

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

AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT – MAY 2026 (4)

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

B | SPECIAL CONDITIONS OF CONTRACT
Section 2: Additional Special Conditions

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

B2 | SPECIAL CONDITIONS OF CONTRACT - ADDITIONAL

1. CONSTRUCTION PERIOD, DUE COMPLETION DATE & CONTRACT PERIOD

1.1. The contract period from site hand over to the expiry of the liability period will be Three (3) months.

1.2. The completion period from site handover up to practical completion of the works will be **One (1) calendar months.**

1.3. Works Completion, shall **be no later than one (1) month** after the period mentioned under (1.1), when all outstanding work from the snag list has been attended to.

1.4. The defect liability period is **One (1) calendar months** calculated from the date of the issuing of the Works Completion Certificate.

2. CONSTRUCTION PERIOD, DUE COMPLETION DATE & CONTRACT PERIOD

2.1. It is estimated that bidders should have a CIDB contractor grading designation of ***1CE*** or higher. The contractor is to submit evidence of his/her OWN **Active** registration

3. WATER AND POWER

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

3.2 No payment will be made for the provision or use of these services, other than via the relevant line items in the Preliminary & General section of the Pricing Schedule.

4. LOCATION OF CAMP

4.1 No housing is available on site, but the Contractor can make arrangements with the beneficiaries for temporary accommodation for staff or labourers.

4.2 The camp should be outside of the demarcated construction site. See also SCC 8.5.

4.3 No persons other than a night watchman may sleep in the camp, without the approval of the owner.

4.4 The contractor is to make portable toilets available for his staff and workforce, and place these in consultation with the owner.

5. HOUSING OF CONTRACTOR'S EMPLOYEES

5.1 The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site.

5.2 The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted

6. LABOUR SOURCE & CAPACITY

6.1 The Contractor will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.

6.2 The contractor is encouraged to source labour from the local community. The Contractor will negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.

6.3 The contractor is required to comply with any existing Expanded Public Work Projects (EPWP) prescriptions that may exist concerning the creation of job opportunities during the implementation of the Works.

6.4 The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

7. SECURITY & RISK

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

7.2 The Contractor shall also be responsible for safeguarding all his/her plants, machinery, equipment and materials on site. The Employer's Agent shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

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

8.1 The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.

8.2 All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.

8.3 The Contractor shall remain fully responsible for all material and plant etc. until the completed works and site have been officially handed over.

8.4 The placement and use of a temporary shipping container inside the precinct for the storage of tools and equipment will be allowed, provided that prior approval for such, including the location of the container, will have been obtained from the owner.

8.5 The Contractor must demarcate the work site clearly, using danger tape or other suitable means as per the requirements of OHS regulations.

9 EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

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

9.2 Refer to GCC 2015 (III) Clauses 8.4 (Indemnifications) and 8.5 (Reporting of Accidents).

10 DAMAGE TO PROPERTY

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

10.2 Should the Contractor damage underground cable or pipes, or any other damage on property belonging to the Department, or any private property including buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department, the Contractor will be required to repair, in a perfect and workmanlike manner, all damage to the approval of the Engineer.

10.3 The cost of making good such damage, will be met by the Contractor as this must be covered by the Contractor's works insurance.

11 DAILY RAINFALL RECORDS

11.1 Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept, or if the measured rainfall was not excessive, did not notably hinder the works, and/or did not deviate drastically in terms of the average number of rain days or total rainfall for the month for the area, the Department is under no obligation to grant extension of the completion period on the grounds of inclement weather.

11.2 Refer to GCC 5.12.1 (Extension of time for Practical Completion).

12. INSPECTION OF WORK

12.1. The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.

12.2. The Engineering Representative may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

12.3. The Engineer must inspect and approve all reinforcement and formwork/ shuttering if applicable, prior to pouring any concrete.

13. NOTICE OF COVERING WORK

13.1. The Contractor shall give due notice to the Engineering Representative whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.

13.2. If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineering Representative.

14. SUB-CONTRACTED WORK

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

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

15. INSURANCES

15.1. Refer to GCC 2015 section 8.6.1 (Insurances)

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

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

15.2.2. Public Liability insurance.

15.2.3. All risks (works) policy and Political.

15.3. The Contractor shall provide the Engineering Representative with proof that Insurance has been obtained for the contract period prior to the commencement of any work.

16. OCCUPATIONAL HEALTH AND SAFETY

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

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

16.1.2. Preparation of safe work procedures.

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

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

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

16.1.6. Regular updating of all of the above.

Table 1 – OHS Requirements and submission dates

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

16.1.7. Provision of medical certificates of employees.

16.1.8. Provision of PPE and protective neting for employees.

16.1.9. Complying with all H&S requirements for the duration of the contract. In case of observed non-compliance the contractor will be requested to cease all work and take corrective action.

16.1.10. Provision of forced ventilation (as required when working in confined spaces).

16.1.11. The completion and checking of the safety file upon completion of the works and handing it over to the Department.

16.2. To enable the Department to appraise the allowances that bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.

16.3. The bidder is to indicate in Appendix 2A – Tables 1.1 & 1.2 the bid amounts for the OHS related items. These totals are to be transferred to the P&G items 1.2.8 and 2.2.6 for Fixed and Time Related costs respectively.

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

16.5. The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements table below with the construction phase H&S plan where applicable.

16.6. The successful bidder shall be required to submit the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014 before commencement of any work.

16.7. The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

17. QUANTITIES OF WORK

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

18. PROGRESS PAYMENTS

18.1. For construction works, payment shall only be paid for claims that are commensurate with the works actually executed and complete.

18.2. Payment for construction items will only be made against the progress as pertaining to built/installed items. Movable construction items and materials on site are generally **excluded** from progress payments until they have been fully installed or fitted or built up.

18.3. No advances will be paid for deposits to be paid by the contractor to specialist supply companies, unless such has been explicitly agreed upon in writing by the Engineer before commencement of the works.

18.4. If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.

18.5. The Engineer may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.

18.6. With typically one month between the issuing of payment certificates, and 2-4 weeks between the submission of the claim and payment, **the contractor must be able to carry about 6-8 weeks of expenditure** before he/she gets paid.

18.7. The contractor shall be paid in up to a **maximum of ten (10) part payments,** not exceeding the number reflected on the official Order.

18.8. Part payments will be made after the Department has certified the progress per work phase, and after successful delivery and installation (if and when required) of supply items, all in accordance with the Clause 19 (Retention).

18.9. Work Phases/ BoQ line items do not have to be completed in their entirety in order to be included in a claim. An estimate will be made by the Engineering Representative of the degree of progress, expressed as a percentage, made with the work phase or line item. More than one work phase can be included in a claim.

18.10. Part payments will be made after the Engineering Representative has approved the work and will be made in accordance with the Retention clause (19).

18.11. The penultimate payment occurs after *Practical completion*. The final payment will be made at *Final (Approval) completion* after the 6 months' liability period when the contractor has dealt with all defects, if any.

19. RETENTION MONEY

19.1 If no, or the wrong type of performance guarantee is submitted by the contractor, or if such a submission is in the wrong format or too late, a 10% retention will be automatically withheld on each of the payment certificates up to, but not including Practical completion.
Refer to GCC (2015) 6.2.2. (Contractor failing to select or provide security).

19.2 In case a bank/insurance/performance guarantee was issued, the retention will be 5%.

19.3 The Department will pay out half of this retention, or 5% (2.5%) of the bid value as part of the second last payment at **practical completion** of the works. The remainder, *viz* 5% (2.5%), will be paid out at towards the end of the defect liability period, 6 months after Completion of Works, the bidder having eliminated all defects, if any.

19.4 In some instances, the Employer's Agent may decide to shorten this period order to allow all payments to be completed within the financial year. However, this is **not** a given and the Contractor will be notified if such would be the case.

19.5 GCC 2015 – Sections 6.10.3 (Retention Money) and 6.10.5 (Payment of Retention money) have reference.

20. DEFECT LIABILITY PERIOD

20.1 The defect liability period is **1 (One) calendar months** calculated from the date of the issuing of the Works Completion Certificate.

20.2 The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

21. CONTINGENCIES

21.1 An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not

covered in the contract. **Payment of the Contingencies allocation is therefore not a given**, as the occurrence of limited, or even absence of any approved Contingencies will reduce the total amount paid out for this contract.

21.2 Written approval from the Engineering Representative for the use of the Contingencies allocation is required *before* any purchases can be made or any work is started from this allocation.

21.3 After the need for contingencies has been identified and approved by the Engineering Representative, the contractor will submit a quote for approval to the Engineering Representative for the contingency items and services agreed upon, and as much as possible rates and amounts for materials and services that were already covered in the original pricing schedule, will be used. Where these are not available, suppliers' quotes are to be submitted with the Contractor's quote for the agreed upon contingencies.

21.4 The total costs of all contingencies shall not exceed the total of the Contingencies allocation for the project (10% of the net contract value before VAT), plus the possible savings made on other work items, unless official permission for a Variation Order has been granted before the additional work has been approved. The Engineering Representative will take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.

22. TIME FOR PRACTICAL COMPLETION & DUE COMPLETION TIME

22.1 The project has to reach practical completion within **One (1) months**, calculated from the date of the site handover.

22.2 The whole of the Works shall be completed within the Due Completion Date at Completion of Works, which in this case will be no later than **Two (2) months** after the site hand over.

22.3 If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.

22.4 The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause.

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

22.6 Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.

22.7 When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

22.8 Refer to the GCC 2015 Clause 5.14 (Completion) and the relevant clauses of sections:

5.5 (Time for Practical Completion)	5.10 (Delays attributable to the employer)
5.12 (Extension of time for Practical Completion)	5.13 (Penalty for Delay),
2.2 (Adverse physical conditions)	2.3 (Technical data)
2.4 (Ambiguity and discrepancy)	4.8 (Facilities for others).

23. COMPLETION OF THE WORKS

23.1 Work completion will be established over three stages.

23.1.1 Practical completion

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

23.1.2 Completion of Works

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

23.1.3 Final Approval completion

Final Completion occurs after expiry of the liability period, 3-12 months after Completion of Works.

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

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

24.1 If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance.

24.2 If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value.

24.3 The Department will deduct a penalty for late completion of up to 0.05% of the contract value per working day delay. This will be deducted from the retention.

24.4 Refer to GCC 2015 Section 5.13 (Penalty for delay).

25. BALANCING OF THE BID

Commented [RD1]:

25.1 In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Bill of Quantities are required to be in balance.

25.2 A bid will be considered to be out of balance if:

25.2.1 The combined, extended total tendered for the Contractor's General Obligations (Preliminary & General):

25.2.1.1 Fixed Charge Preliminaries
25.2.1.2 Time-Related Preliminaries

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

25.2.2 The rate, price or amount tendered for any other item, (taking into account the possible inclusion into the item of other costs factors for the item, like installation and transport), differs substantially from market-related price as determined for that item at around the closing date of the bid.

25.3 These adjustments in rectification will be such that increases are balanced by decreases, leaving the bid amount itself unchanged.

25.4 Adjustments to be made and agreed upon with the Employer within five (5) working days of having been given written notice by the Employer to make adjustments, failing which the bid may be cancelled.

APPOINTMENT OF A SERVICE PROVIDER TO CONSTRUCT 12M x7.2M NURSERY AT ZWELINZIMA SHCOOL - UMZIMKHULU LM – HARRY GWALA DM

C | TERMS OF REFERENCE

1.1. Achieving and maintaining high levels of growth in the agricultural sector is a key national policy objective that holds a high priority in the programmes of the KwaZulu-Natal Department of Agriculture and Rural Development (herein after referred to as the Department).

1.2. The Junior Care Pillar under the Landcare Programme is one of the programmes implemented by the Department. The future of natural resources management lies in the hands of the country's youth. Their involvement is an investment that will deliver future benefits.

1.3. Via such forms of assistance, the state's intention is to create sustainable food production in poverty-stricken rural communities/ schools.

1.4. The intervention at the Zwelenzima LSEN School with 12m x 7.2m shade net nursery and installation of hinged boundary fence will enhance food production.

1.5. This Bid Specification Document deals with the appointment of a suitably qualified Service Provider, with a CIDB grading of at least 1CE, for the construction of 12m x 7.2m shade net nursery and installation of boundary fence, as specified, together with associated works in a timely realized and cost effective manner.

2. OBJECTIVE

2.1. To appoint a suitably qualified Service Provider for the construction of 12m x 7.2m shade net nursery and installation of 180m boundary fence, within the completion time limits and complying with the technical and quality norms and standards set for the works

3. SCOPE OF WORKS

3.1. The scope of works covers the following (see Section D for detailed Scope of Works):

3.1.1. Site clearing of 15mx15m (clear vegetation & trees of girth < 1m)
3.1.2. Supply, deliver and Construction of a 12m x 7.2m shade net nursery
3.1.3. Supply, deliver and Construction of a seedling tray racks
3.1.4. Supply of consumables.
3.1.5. Supply and install 180m Long Hinged fence and poles
3.1.6. Supply and deliver garden tools
3.1.7. Supply and Install water Tanks and Tank stands.

3.2. Refer to the attached **typical shade net nursery layout plan** with details of these works specified in both the Section: Standard Technical Specifications and Project Particular Specifications.

4. LOCATION

4.1. District: HARRY GWALA District Municipality
uMzimkhulu LM
Ward 10
Site Co-Ordinates: 30°22'29" S & 29°39' 16" E

4.2. The project site is located approximately 40km North-East of uMzimkhulu.

D | PROJECT PARTICULAR SPECIFICATIONS

The contract covers the supply of all material and fitting and construction of all works relating to seedling nursery 12m x 7.2m. and installing a boundary fence

The following is the DETAILED scope construction of 12m x 7.2m shade net nursery

1. Site establishment by contractor.

A | Erection of 12m x 7.2m shade net nursery structure

2. Site clearing & levelling (STS 9.1-9.7 & PSS 1.1 & 1.2)
3. Excavation of the pole and anchor bases and the shade net hold down trench (PSS 2.1.1/2)
4. Erection of the poles and refill and compact (PSS 2.2.1/2)
5. Cast concrete for poles and anchor blocks (PSS 2.2.2)
6. Installation of the steel cross, ground and holdback wiring (PSS 2.2.3/4/5)
7. Draping of the shade net over the cross wiring and stitching up of the lanes. (PSS 2.2.3/4/7)
8. Installation of the gate (PSS 2.2.6).

B | Seedling tray rack (PSS 2.3)

9. Excavate bases for the rack legs.
10. Place racks and cast concrete for bases.
11. Connect cross bars and horizontal braces.
12. Install steel seedling tray support wiring and tension.

C | Install hinged boundary fence (PSS 2.4) .

13. Excavation holes for the pole work
14. Erect the poles
15. Install the 1.2m high hinged fence
16. Install three rows of barbed wire above the hinged fence
17. Install 2.4m access gate

E | STANDARD TECHNICAL SPECIFICATIONS

1. PRELIMINARIES & GENERAL

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

2. APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

2.2. 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. Later versions of the SANS 2000 series will prevail if they are available):

2.2.1. **SABS 1200 AA - 1986** (General - Small Works),
2.2.1.1. Materials: SABS 1200 AA (3);
2.2.1.2. Testing: SABS 1200 AA (7);
2.2.2. **SABS 1200 DA -1988** (Earthworks - Small Works) 2.2.3.
SABS 1200GA – 1982 (Concrete - Small Works).
2.2.3.1. Materials SABS 1200 GA (3)
2.2.3.2. Mixing, pouring and curing of concrete: SABS 1200 GA (5.4)
2.2.3.3. Testing: SABS 1200 GA (7)
2.1.4. **SANS 50197-1:** Cement: Common cement 42,5N or R to SANS 50197-1
2.1.5. **SANS 2001-BS1**: Site Clearance (2008)
2.1.6. **SANS 2001-BE1**: Earthworks (general) (2008)
2.1.7. **SANS 2001-CC2**: Concrete works (2007)
2.1.8. **SANS 2001-CM2:** Strip footings, pad footings & concrete-slab-on-the-ground (2011)
2.1.9. **SANS 2001-DP5**: Storm water drains (2010)
2.1.10. **SANS 23-4**: Steel wire welded mesh fencing (2003)
2.1.11. **SABS 135**: ISO Metric Black Bolts, Screws & Nuts
2.1.12. **SANS 457-3:** Wooden poles, droppers, guardrail posts & spacer blocks
Part 3: Hardwood species.
2.1.13. **SANS 675**: Zinc-coated fencing wire (2009)
2.1.14. **CKS 82:** Spec for Steel posts, stays, standards & droppers for strained wire fences (1975)
2.1.15. **CKS 451 – 1976**: Specification for Anti-Intruder Fences (June 1976)

3. APPLICABLE STANDARDS: EARTHWORKS AND SITE PREPARATION

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

3.1.1. **SABS 1200 AA - 1986** (General - Small Works),
3.1.1.1. Site preparations & establishment: SABS 1200 AA (4).
3.1.1.2. Setting out of works: SABS 1200 AA (5.1.1)

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

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

5. MATERIALS AND CONSTRUCTION

5.1. All materials must be newly purchased and conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage, curtains, etc... All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to CNCI standards and recommendations.

6. STANDARD CONCRETE MIXES

6.1. Concrete cubes to be sent to test lab for 7-days and 28 days concrete cube strength testing.

6.2. Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m³.

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

6.4. Concrete for non-structural purposes shall be "Prescribed mix concrete" produced in accordance with the requirements indicated in Table 3.

TABLE 3: STANDARD CONCRETE MIXES

Class of Concrete	Min. Compressive Strength in MPA at 28 Days	Max. Nominal Size of Coarse Aggregate in mm	Proportion of Constituents >> 1 Wheelbarrow = **2 bags** of cement <<		
			Cement (Parts)	Sand (Parts)	Stone (Parts)
A	10	37,5	1	4	5
B	*15*	*19,0*	*1*	*3*	*4*
C	20	19,0	1	2.5	3.5
D	25	19,0	1	2	3
E	*30*	*19,0*	*1*	*2*	*2½*

7. STANDARD PLASTER & MORTAR MIXES

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

TABLE 4: STANDARD PLASTER MIXES

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

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

TABLE 5: STANDARD MORTAR MIXES

MORTAR CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
I	1 : 4	50	0-10	130
II	1 : 6	50	0-40	200
This project	1 : 5	50	0-25	165

8. FINISHES TO IN-SITU CONCRETE

8.1. Class U1 Ordinary Finish

Immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides set accurately to level. No mortar shall be added and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after removing or tamping down the offending aggregate.

8.2 Class U2 Wood Float Finish

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

8.3 Class U3 Coarse Brush Surface Finish

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

8.4 Class U4 Steel Float Finish

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

9. SITE CLEARANCE

9.1. Applicable standards

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

9.2. Areas to be cleared and grubbed.

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

9.3. Cutting of trees

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

9.3.2. *Branches overhanging boundaries.* The branches of trees to be left standing shall be so trimmed as not to encroach upon the space (of height at least 7.2m) vertically above any carriageway, railway formation, or other designated area.

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

9.4. Clearing

9.4.1. *Clearing shall consist of:*

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

9.4.1.2. The disposal of all material resulting from clearing.

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

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

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

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

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

9.5. Grubbing

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

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

9.6. Conservation of topsoil

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

9.7. Site levelling and landscaping

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

9.8. Other general works specifications

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

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

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

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

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

F | PROJECT SPECIFIC SPECIFICATIONS

1. CONCRETE MIXES

1.1. Concrete with a minimum compressive strength at 28 Days of **30 MPa** with maximum nominal size of coarse aggregate of 19mm shall be used for the entrance.

1.2. Proof of concrete supplied to be given to the DARD Engineering Representative to verify strength of concrete used.

1.3. The contractor is allowed to hand mix the concrete on site for of the concrete required for pole work only.

2. SITE ESTABLISHMENT BY CONTRACTOR

2.1. The site handover will only take place after the Contract Form (SBD 7.2) has been signed and an order has been issued and is in the possession of the Contractor.

2.2. Site establishment is to take place no later than 2 weeks after site handover, and work is to commence no later than 3 weeks after site handover.

2.3. During Site Handover, the local Agricultural Staff of DARD will introduce the contractor to the participants and or community.

2.4. Contractor to show and/or submit for approval all required documentation at the site handover (H&S file, insurances, programme of works, cashflow projection, notification of construction work signed by the Department of Labour being a). **No work to commence without these documents approved.**

2.5. Any issues regarding use of local labour, accepted labour rates, storage of provisions and materials/tools; services etc. can be discussed by the contractor with the participant(s); community representatives and the DARD local agricultural staff and on any other issue pertaining to the project.

2.6. Thereafter the contractor is expected to complete the site establishment as provided for.

3. SUPPLY AND DELIVERY OF ALL MATERIALS

3.1. The contractor must make proper and timeous arrangements with the participants regarding delivery of materials on site.

3.2. The contractor will remain responsible for the safekeeping of all material and equipment kept on site, or kept for him by the community representatives. In the event of theft, losses or damage, the replacement costs will be borne by the Contractor alone;

3.3. The Engineer can request from the contractor the relevant invoices to verify if the materials on site are indeed as specified.

4. SITE CLEARANCE AND DE-BUSHING

4.1. The site must be cleared and stripped of all plant materials, roots etc.

4.2. Specifications for site clearing, including grubbing, are as per Section 9 of the Standard Technical Specifications.

4.3. During the compulsory site briefing it will be determined what exact work (clearing and/or grubbing and/or cutting of trees and/or bushes, etc) will be required to get the site ready for the construction of the seedlings nursery;

5. EARTHWORKS (EXCAVATIONS AND SITE LEVELLING)

5.1. Clearing: removal of vegetation (15m x 15m). As per Standard Technical Specifications sections 9.1 -

5.2. Leveling (General: as per STS section 9.7.)

5.2.1. Nursery area (15m x 15m) to be level as much as possible. A uniform slope of up to 0.5% will be allowed towards the downhill side of the platform to allow run off.

5.2.2. All embankment slopes for cut and fill work above, below and on the sides of the nursery to be 1.5: 1 minimum.

5.2.3. If the nursery is to be built on a slope and a platform is required with compacted fill, the poles should still be placed as much as possible in the cut area of the platform, and **not** in the compacted fill area.

5.2.4. Compaction of leveled area and surplus cut to Mod AASHTO 90%. All unused soil to be spread out and flattened.

5.2.5. Supply and place G2 Material on the walkway inside the Nursery. Contractor to excavate 400mm Trenches in all the Nursery area not covered by the Racks and place a crushed stone.

6. NURSERY PROPER

6.1. ANCHORS AND POLE BASES

6.1.1. Pole bases: Required concrete mix should be 20MPa/19mm. Dimensions pole bases: 400 (l) x 400(w) x 600(h) mm. Poles foot to be *free-draining and no concrete to be placed below pole foot.* Concrete and poles to be placed on 100mm of gravel to allow drainage.

6.1.2. Anchor could be M10 x 80 or M10 x 90mm eyebolts, shield anchor expanding Rawl type. See Figure 1 below. *Eyebolts to be drilled into **cured** concrete and **not** to be cast in during the casting of the concrete.*

6.2. EXTERNAL STRUCTURE

6.2.1. All poles for the nursery structure perimeter to be CCA treated hardwood tapered round poles, to SANS 457, size 3000 x 100-125mm.

6.2.2. Poles to be in 400 x 400 x 600mm concrete footing 20MPa/19mm.

6.2.3. Use 3mm stainless steel wire cable for shade net support to run from pole to pole following the roof perimeter (stapled onto pole top) and across (tied onto 10mm eye bolt and strained). See Drawings 1 & 2 and Figure 2A/B for details. Use 32mm staples. If unavailable. Use cable clamps as shown in Figure 1 below.

6.2.4. Use 3mm stainless steel wire cable for net hold back along the sides, wound around post top and fixed with staples, tensioned by a hook-eye turnbuckle tensioner attached to Rawl eye bolt. *See Figure 2A/B.*



Figure 1: 3mm Ø Stainless steel cable wire, fastened with stainless steel clamps.

6.2.5. Connect the hold back cable wire to the eye of the hook-eye turnbuckle and the turnbuckle itself to the eye of the Rawl eye bolt fixed in a concrete footing.

6.2.6. Entry gate to be HDG 900x1800mm, round or square tubing 40 x 2.0mm minimum. Frame to be closed with weld mesh 50 x 50 x 2.0mm. Two extra 3000 x 100-125mm posts with cross pole (1100 x 100-125mm) are required for gate frame. Space above gate to be closed with shade net.

6.2.7. Another **6 extra poles** are required in the middle of the nursery to provide support for the cross wiring. Centre poles to be 3.60m x 100-125mm, cut back to 3300mm and 3150mm respectively, all planted in a 600mm deep bases. *See Drawings 1 & 2 (NUR/RDN/2024/026 and 027).*

6.3. TRAY RACK

6.3.1. **One** rack to be constructed, dimensions 9100 x 2100 x 700mm.

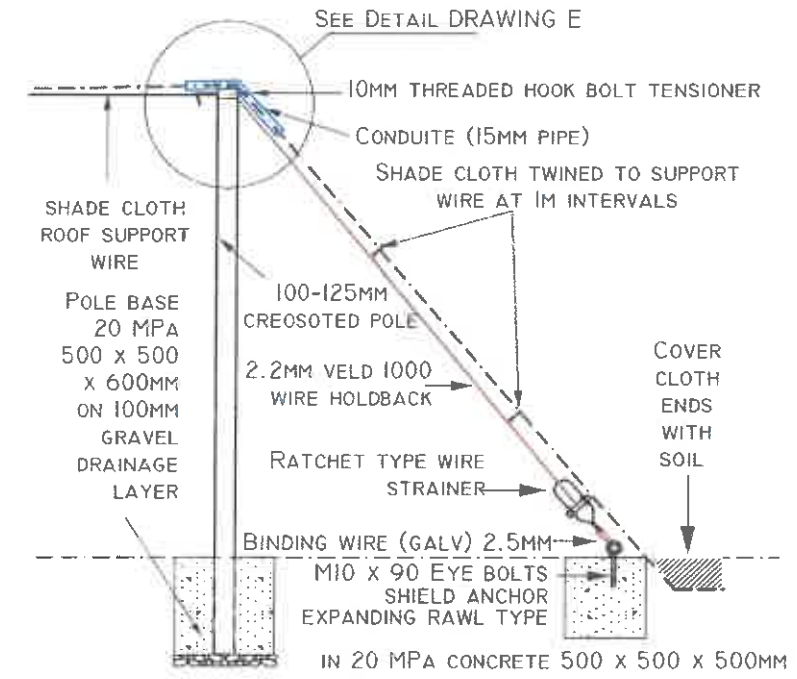
6.3.2. Poles to be:
- 3000 x 75-100mm (longitudinally)
- 2100 x 75-100mm (across)
- 1200 x 100-125mm (posts)

6.3.3. All vertical rack poles to be cast in a 20 MPa/19mm concrete footing 500 x 500 x 500mm.

6.3.4. Use 2.0mm binding wires 150mm apart (15 lines) for nursery tray support. Fix with staples hammered in under an angle of 45 degrees with the wire.

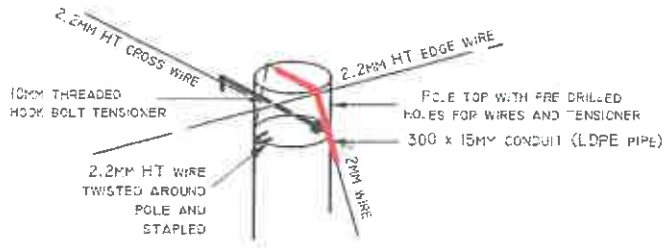
6.3.5. Use 200 and 98 cavities/cells polystyrene seed trays for vegetables and fill with Seedling Mix. Use the reusable Unigro seed trays (128 loose cavities) for the propagation of tree seedlings.

Figure 2: Shade net suspension and details of anchoring and post top cross wire connection



C SHADE CLOTH SUSPENSION

NTS



G

NTS

DETAIL POST TOP

7. DIGGING OF THE HOLES FOR THE POLES

7.1. Position of the poles to be done as per the supplied Drawing 1. Dimensions of the pole bases: 600mm deep and 300mm x 300mm wide. See also 8.3.

8. INSTALLATION OF ALL THE POLE WORK REQUIRED

8.1. Only pressure-treated creosoted or CCA treated SABS approved and *SANS 457-3 - Wooden poles, droppers, guardrail posts & spacer blocks - Part 3: Hardwood species* compliant poles to be used.

8.2. Along the coast and in wetter areas, CCA treated poles should be used. In very dry areas and in veld fire prone areas creosoted poles should be used.

8.3. All Poles to be installed as per specifications and per the layout on Drawing 1 of 3.

8.4. All sharp exposed edges on poles to be chamfered.

9. CASTING OF CONCRETE

9.1. **Concrete strength** - 15MPa (nursery poles bases).
The use of ready-mix concrete is preferred over mixing in mechanical concrete mixers.

10. PROGRESS REPORTS

10.1. Contractor to submit monthly progress reports to the Engineer monitoring the construction. Such reports must detail the actual work completed and verified against the updated approved programme of work.

11. SITE CLEAN-UP AND EXIT

11.1. Clearing the site from all rubble and all excess construction material;

11.2. Spreading the excess soil from the pit in a neat and acceptable manner.

12. SAFETY PRECAUTIONS ON SITE DURING CONSTRUCTION

12.1. Contractor to complete APPENDIX 2A: The Contractor's Health and Safety Declaration as part of his bid/quote. See also SCC Clause 16 for the OHS compliance requirements.

12.2. One 5kg ozone friendly fire extinguisher and one (1) fully fitted 1st aid box times.

12.3. All safety equipment required to construct the facility are for the contractor's responsibility and provisioning. Examples include: safety and protective neting; sound scaffolding; false work and bracing; ladders etc... All equipment, tools and safety equipment are to be in a safe operating condition and must be used by the workers where appropriate.

12.4. Site operations and conditions requiring special attention include but are not limited to:

- Equipment, machinery, tools: (stationary or mobile) such as vehicles, generators, pumps, drills, augers, picks, spades, hand tools, ladders, scaffolding to be in a safe operating condition and are to be used in a safe and responsible manner. The contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration.

- Personnel access and operations at raised levels or on raised platforms or scaffolding.
- Excavation works and holes are to be clearly indicated to prevent injury to personnel.
- Potential ingress of water on/through the site.
- Potentially hazardous services may be present on site such as water and sewerage mains,
  electricity cables etc...
- Chemical transport, storage and usage whatsoever – this includes chemical contact through equipment use such as fuels and oils; materials such as creosote, paints, solvents, cement, concrete.
- Barriers and safety cordons, safety and warning signage, sirens, lighting etc. as required
- Safety equipment: Safety and protective neting, gloves, goggles, masks, hard hats, boots, harnesses etc.
- A first aid box is to be provided and available at all times on site during working hours and is to comply with the requirements of the Occupational Health and Safety Act.
- Additional risks associated with specific methods of construction selected by the contractor which are not necessarily covered in the above.

13. TOILET FACILITIES

13.1. Contractor to provide his own toilet facilities in compliance with the *Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).*

14. WATER TANKER AND TANK STANDS

14.1. Supply, deliver and install LLDPE water tank: 5000L Water tanks: LLDPE water tank with UV-stabilised outer layer, BPA- free, food- grade layer prevents leaching of harmful chemicals and inner layer that prevents algae.

14.2. Supply, deliver and install a 3m galvanized steel tank stand for a 5000L tank. Rate to include costs for concrete footings. The contractor to furnish the Department with a copy of an approved certificate of fabrication from the supplier

14.3. Supply deliver and install 100m Long 40mm Ø HDPE pipeline between the existing municipal lines and the tanks, supply and install valves, tees and elbows.

G | LIST OF APPENDICES

#	Description	Pages
1	APPENDIX 1 | PRICING DATA	31
1.1	1.1 Bill of Quantities	32 - 36
1.2	1.2 Summary of Sections/ Schedules	37
2	APPENDIX 2A | Contractor's Health & Safety Declaration	38- 39
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3	APPENDIX 3A | Locality map	43
4	APPENDIX 4 | Drawing 01 – Shade Net Nursery 12m x 7.2m – Top View	44
5	APPENDIX 5 | Drawing 02 - Shade Net Nursery 12m x 7.2m – Racks	46

APPENDIX 1

BOQ/ PRICING SCHEDULE FOR THE CONSTRUCTION OF 12m X 7.2m NUSERY AND 180m BOUNDARY FENCE

NOTES

1. **Supervision costs** are included under P&G's, Time-related item 1.2.2.5
2. All line items rates that include installation to include costs for labour and transport costs for materials.
3. All quantities provided in the pricing schedule are calculated approximations provided as a first estimate to assist the bidder with his/her pricing. However, the onus is on the contractor to verify the figures before commencement of the works.
4. Contingencies and Provisional Sums are for the Project and not the Service provider. ***Therefore the use of the Contingencies and Provisional sum allocation is not a given and no payment will be made from this allocation for work that has not been approved by the engineer and duly completed.***
5. Exclude VAT in your line item pricing.
6. Totals per page to be transferred to Summary of Sections page (9) for total quote.
7. Payment will only be considered for those items listed in the BoQ against which **actual expenditure** was incurred.
8. Payment of Time Related P&G's will be pro-rata the progress made and not as per the time elapsed since commencement of the works.
9. In case any items of the BoQ have been priced in such a manner that they lack realism, they will be balanced against other items that are deemed to be underquoted for at the start of the contract.
10. The total of all P&G's excluding Provisional Sums, Contingencies and VAT should not exceed 15% of the Contract Value.

APPENDIX 1 | PRICING SCHEDULE | PRELIMINARY & GENERAL | PAGE 1

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	***BILL NO. 1 - PRELIMINARIES***				
1.1	**FIXED-CHARGE**				
1.1.1	Contractual Requirements The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance Establishment of Facilities on the Site : Facilities for Contractor The sum for this item in shall cover the cost of providing, establishing and commissioning on the Site facilities for the Contractor's staff. These facilities adequately equipped to allow the work to commence and to proceed to completion as required in terms of the contract.	Sum	1		
1.1.2.1	a) Offices and storage sheds	Sum	1		
1.1.2.2	e) Ablution and latrine facilities	Sum	1		
1.1.2.3	f) Plants, tools and equipment Designated tools & equipment or tools & equipment for designated operations or plant for use during stated period. Applicable only to specifically identified tools and equipment.	Sum	1		
1.1.2.4	g) Water supplies, electric power and communications	Sum	1		
1.1.2.6	h) Removal of Contractor's Site establishment on completion The sum shall cover the cost of the demolition on and the removal from the surface of the Site of all items established in terms of A.1.2, and shall provide for the making good and the restoring of the Site to the satisfaction of the Engineering Representative.	Sum	1		
1.1.2.7	Clean up site and removal of building rubble etc. off-site upon completion of project	Sum	1		
1.1.2.8	OHS COMPLIANCE All costs and obligations to comply with the OHS Act Construction Regulations See Appendix 2A (Contractors Health & Safety Declaration) and SCC Clause 16.1-16.6 (Occupational Health & Safety)	Sum	1		
	SUBTOTAL PAGE 1. TRANSFER TO SUMMARY PAGE (7) >>				

APPENDIX 1 | PRICING SCHEDULE | PRELIMINARY & GENERAL | PAGE 2

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	*BILL NO. 1 - PRELIMINARIES*				
1 .2	TIME RELATED ITEMS [1]				
1.2.1	Contractual Requirements The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance Establishment of Facilities on the Site : Facilities for Contractor The sum for this item in shall cover the cost of providing, establishing and commissioning on the Site facilities for the Contractor's staff. These facilities adequately equipped to allow the work to commence and to proceed to completion as required in terms of the contract.	Month	1		
1.2.2.1	a) Offices and storage sheds	Month	1		
1.2.2.2	e) Ablution and latrine facilities	Month	1		
1.2.2.3	f) Plants, tools and equipment Designated tools & equipment or tools & equipment for designated operations or plant for use during stated period. Applicable only to specifically identified tools and equipment.	Month	1		
1.2.2.4	g) Water supplies, electric power and communications	Month	1		
1.2.2.5	OHS COMPLIANCE All costs and obligations to comply with the OHS Act Construction Regulations See Appendix 2A (Contractors Health & Safety Declaration) and SCC Clause 16.1-16.6 (Occupational Health & Safety)	Month	1		
	SUBTOTAL PAGE 2. TRANSFER TO SUMMARY PAGE (7) >>				

APPENDIX 1 | PRICING SCHEDULE | P&G'S – PROVISIONAL SUMS | PAGE 3

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1	***Day Works***				
	General (Small Works) – *Please note: These rates will only apply for additional, un-scoped contingency work, **not** to works that are scoped in this BoQ.*				
2.2.1	*Labour (rates per person per day)*				
2.2.1.1	Skilled	Hr	1	R	Rate Only
2.2.1.2	Semi-Skilled	Hr	1	R	Rate Only
2.2.1.3	Un-Skilled	Hr	1	R	Rate Only
2.2.2	*Plant (rates per plant item per hour all-in, including fuel, operator and delivery to site)*				
2.2. 2.1	Trash water pump	Hr	1	R	Rate Only
2.2.2.2	Water Tank	Hr	1	R	Rate Only
2.2.2.3	Front End Loader	Hr	1	R	Rate Only
2.2.2.4	Bob Cat	Hr	1	R	Rate Only
2.2.2.5	Tipper Truck: 6m³	Hr	1	R	Rate Only
2.2.2.6	Vibrating (Mini) Roller	Hr	1	R	Rate Only
2.2.2.7	Concrete drill	Hr	1	R	Rate Only
2.2.2.8	Poke Vibrator and Drive	Hr	1	R	Rate Only
2.2.2.9	Impact Rammer (Wacker)	Hr	1	R	Rate Only

SUBTOTAL PAGE 3. TRANSFER TO SUMMARY PAGE (7) >>	

[1] **Amounts or parts thereof will only be paid out if actual approved and proven expenditure has occurred. <<<*

APPENDIX 1 | PRICING SCHEDULE | NURSERY STANDARD WORKS | PAGE 4

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3	**EARTHWORKS**				
	EXCAVATION OF FOOTINGS				
3.1	Excavation of pole footings for nursery structure: 20 Poles @ 400 x 400 x 600mm Anchoring blocks: 18 blocks @ 500 x 500 x 500mm. Rack legs: (24 x 500 x 500 x 500mm) Boundary Fence: 55 Poles @ 400 x 400 x 600mm	m^3	13		
4	**CONCRETE-FORMWORK & REINFORCEMENT**				
4.1	20 MPa/19mm for pole bases, rack legs and anchor blocks and boundary fence poles corner posts and for tank stand footings	m^3	7		
4.2	Soil Crite for (1:6) for fence post bases	m^3	5		
4.3	G2 crushed stones to be placed as walkways	m^3	20		
5	**POLES- CCA TREATED HARDWOOD ROUND POLES SABS457 APPROVED**				
5.1	3.6m X 125-150mm Ø Vertical poles (Main Structure)	No.	6		
5.2	3.m X 125-150mm Ø Vertical poles (Main Structure)	No	13		
5.3	Cross bars for gate 900 X 100-125mm Ø	No	1		
	RACKS				
5.3	2.4m X 100-125mm Ø Vertical poles for racks	No	12		
5.4	3m X 75-100mm Ø horizontal poles for racks	No	12		
5.5	2.1m X 75-100mm Ø horizontal poles for racks	No.	8		
6	**STEEL FOR RACKS**				
6.1	M8 x 150mm galvanised eye bolt tensioners	No.	4		
6.2	Galvanised Hoop irons for connecting cross bars to legs Rolls of 10m x 25mm x	No.	1		
6.3	32mm galvanised staples.	Kg	1		
6.4	Galv. steel clout nails 40 x 3mm for hoop irons	Sum	1		
6.5	1850mm Y profile Fencing standard to be cut into 3, to serve as a holdback anchor points	No	4		
6.6	Wire 3mm high tensile galvanized steel wire for shed net support and holdback	M	160		
6.7	Stainless cable clamps for 3mm steel cable wire	No	20		
6.8	Wire 2.2mm high tensile galvanized steel wire for Rack support	M	200		
6.9	HDG Wire strainer anchor: Turn Buckle type for hold back	No	10		
6.10	M10 x 80 Eye bolts shield anchor - expanding rawl type	No	10		
6.11	Hoope Irons Galvanized to fasten cross bars to rack posts	No	20		
	SUBTOTAL PAGE 4. TRANSFER TO SUMMARY PAGE (7) >>				

APPENDIX 1 | PRICING SCHEDULE | NURSERY STANDARD WORKS | PAGE 5

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
7	SHED CLOSE				
7.1	40% Green. App. 3 rolls of 30m x 3.00m	m²	144		
7.2	Shade net binding wire/twining.	m	100		
7.3	Plastic conduits 15mm dia.x 200mm length for steel cross wires roof	No	10		
8	FENCING				
8.1	Galvanised Barbed wire 1.6mm Diamter High Tensile Duoble strand 845m per roll	No	1		
8.2	2.4m standard creosote Poles; Pressure treated SABS approved 100-125mm Ø	No.	55		
8.3	Higed Joint Fence, 1.2m high ((eg. Veldspan/ equivalent)Fully Galvanised Vertical wire apertures:150mm. Horizontal wires at 75/88/102/114/127/140mm. 100m roll	No.	2		
8.4	Galvanized Wire Staples 25mm x 2.5mm 500 G Packs	Packs	5		
8.5	Gate: 2400 (w) x 1500 (h)mm Vehicle farm gate Hot dip galvanized finish 40 - 50mm diam pipe frame wall thickness of 1.6mm min Hinge eye bolts, include chain	No.	1		
8.6	8 ga straining wire, 4mm diam, 5kg(50m) rolls Fully Galvanised	rolls	2		
8.7	12 ga binding wire, 2.5mm diam, 5kg (130m) roll Fully Galvanised	Rolls	1		
8.8	Gate: 900 (w) x 1800 (h)mm pedestrian gate Hot dip Galvanised, 40-50mm Dia Pipe frame 1.6mm thickness.	No	1		
	WATER TANKER				
8.9	Supply, deliver and install a 3m galvanized steel tank stand for a 5000L tank. Rate to include costs for concrete footings. The contractor to furnish the Department with a copy of an approved certificate of fabrication from the supplier.	NO	2		
8.10	Supply, deliver and install LLDPE water tank: 5000L Water tanks: LLDPE water tank with UV-stabalised outer layer, BPA- free, food- grade layer prevents leaching of harmful chemicals and inner layer that prevents algae.	NO	2		
8.11	100m Long 40mm Ø HDPE pipe and fittings	Sum	1		
	SUBTOTAL PAGE 5. TRANSFER TO SUMMARY PAGE (7) >>			**R**	

APPENDIX 1 | PRICING SCHEDULE | NURSERY STANDARD WORKS | PAGE 6

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
9	CONSUMABLES & GARDENING ITEMS				
9.1	Plastic Unigro reusable seed trays with 128 loose inserts for tree propagation.	No.	14		
9.2	Nursery trays - Polystyrene, 200 cells/cavities	No.	60		
9.3	Watering cans (10L)	No.	8		
9.4	Long handle spades	No.	8		
9.5	Hand Hoe	No	8		
9.6	Gardening Forks	No	8		
9.7	Wheelbarrow Steel 1.8mm min. Solid rubber wheels. 65L capacity.	No.	2		
9.8	Secateurs (pruning shears)	No.	2		
9.9	16L Knapsack sprayers	No.	2		
10	SOIL & COMPOST				
10.1	Garden compost - Bags of 30L	No.	10		
10.2	Seedling mix - bags of 10 kg	No	5		
	SUBTOTAL PAGE 6. TRANSFER TO SUMMARY PAGE (7) >>				

BOQ/PRICING SCHEDULE SUMMARY		
PAGE	DESCRIPTION	SUBTOTAL
	Preliminary & General	
1	PRELIMINARY & GENERAL – FIXED	R
2	PRELIMINARY & GENERAL – TIME RELATED	
3	Rates Only	
ST1	SUBTOTAL P&G'S PAGES 1 & 2	R
	Check: ST1 (P&G excl. Provisional Sums) / ST3 (Total excl. VAT). Should not exceed 15%.	
4	Sections 3 - 10 | NURSERY STANDARD WORKS	
4	EARTHWORKS, CONCRETE-FORMWORK, POLES & STEEL FOR RACKS	R
5	FASTENERS, SHED NET, FENCING & WATER TANKER	R
6	CONSUMABLES AND GARDEN TOOLS	R
ST2	SUBTOTAL SECTIONS 4 – 7	R
ST3	TOTAL LINE ALL SECTIONS (ST1 + ST2)	R
	CONTINGENCIES 10% OF SUBTOTAL	R
	TOTAL EX VAT	R
	15% VAT (ONLY IF BIDDER IS A VAT VENDOR)	R
	GRAND TOTAL	R

APPENDIX 2A - CONTRACTOR'S HEALTH & SAFETY DECLARATION

TO BE COMPLETED BY ALL BIDDERS

Contractor's Health and Safety Declaration

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

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

Declaration by Bidder

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Department's Health and Safety Specifications.
3. Table below to be completed by bidder. Contractor to transfer the Total to **P&G's Items A.1.1.3 and A.1.2.4** for the Fixed Charge and Time Related P&G's respectively. Only items against which actual expenditure has occurred will be paid for.

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

COST ITEM DESCRIPTION	COST ALLOWED FOR IN BID
1 | FIXED COSTS - Add items as per risk assessment	
1.1 PPE	
1.1.1 Hard hats	R
1.1.2 Safety boots	R
1.1.3	R
1.1.4	R
1.1.5	R
1.1.6	R
1.1.7	R
1.2 Preparation, discussing and amending of Health & Safety Plan, including risk assessment & quality assurance plan.	R
1.3 Compilation and updating of a Health & Safety file	R
1.4 Medical examination of staff and temporary workers (app.10 people)	R
1.6	R
1.7	R
<< SUBTOTAL CARRIED TO P&G'S ITEM A.1.1.3	**R**
2 | TIME RELATED COSTS	
2.1 Implementation of the Health & Safety Plan	R
2.2 Construction Safety Officer	R
2.3 Training of staff and temporary workers	R

R

4. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.

5. I hereby undertake, if my bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Department.

6. I confirm that copies of my company's approved Health and Safety Plan, the Department's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Department's personnel, the Employers Agent, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that, I will be liable for any penalties that may be applied by the Department in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Department will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my bid will be prejudiced and may be rejected at the discretion of the Department.

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

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

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

PRO FORMA
OHS AGREEMENT

To Be Completed By Appointed Contractor Only

>> TO BE COMPLETED BY APPOINTED CONTRACTOR ONLY <<

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

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

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

AND:

.....
(Hereinafter called the CONTRACTOR) of the other part, herein represented by:
.....
in his/her capacity as: .....
duly authorised to sign on behalf of the Contractor.

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

THE CONSTRUCTION OF A 12 x 7.2m SEEDLING NURSERY FOR ZWELINZIMA SCHOOL WITHIN UMZIMKHULU LOCAL OFFICE UNDER HARRY GWALA DISTRICT MUNICIPALITY

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

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

NOW THEREFORE the parties agree as follows:

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

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by

the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: *1.* .....

2. .....

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

on this the .....day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

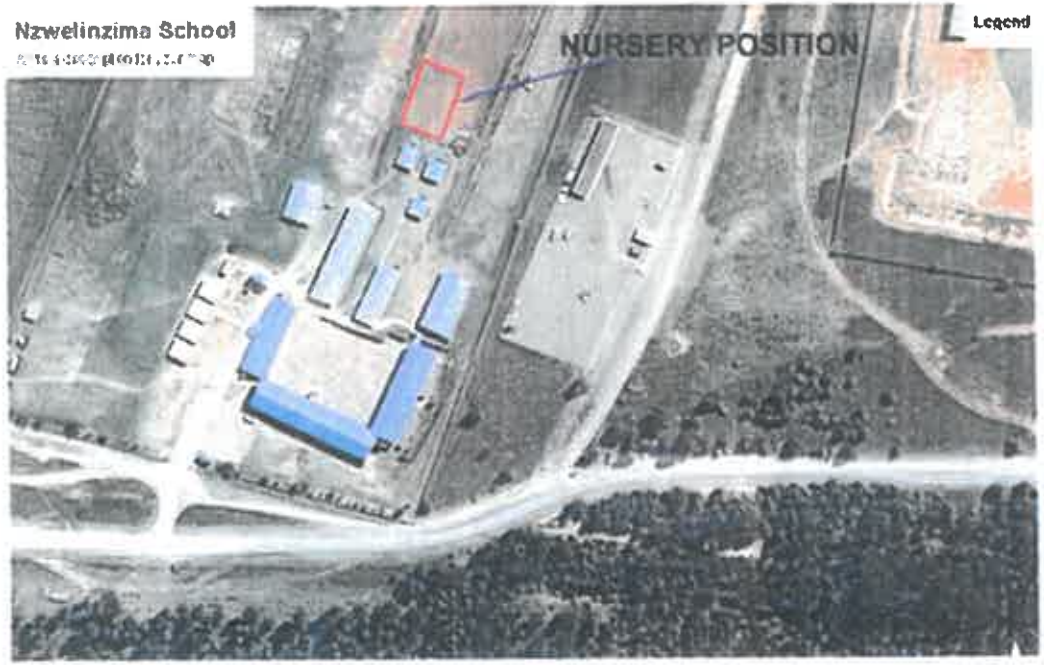
CAPACITY: .....

WITNESSES: *1.* .....

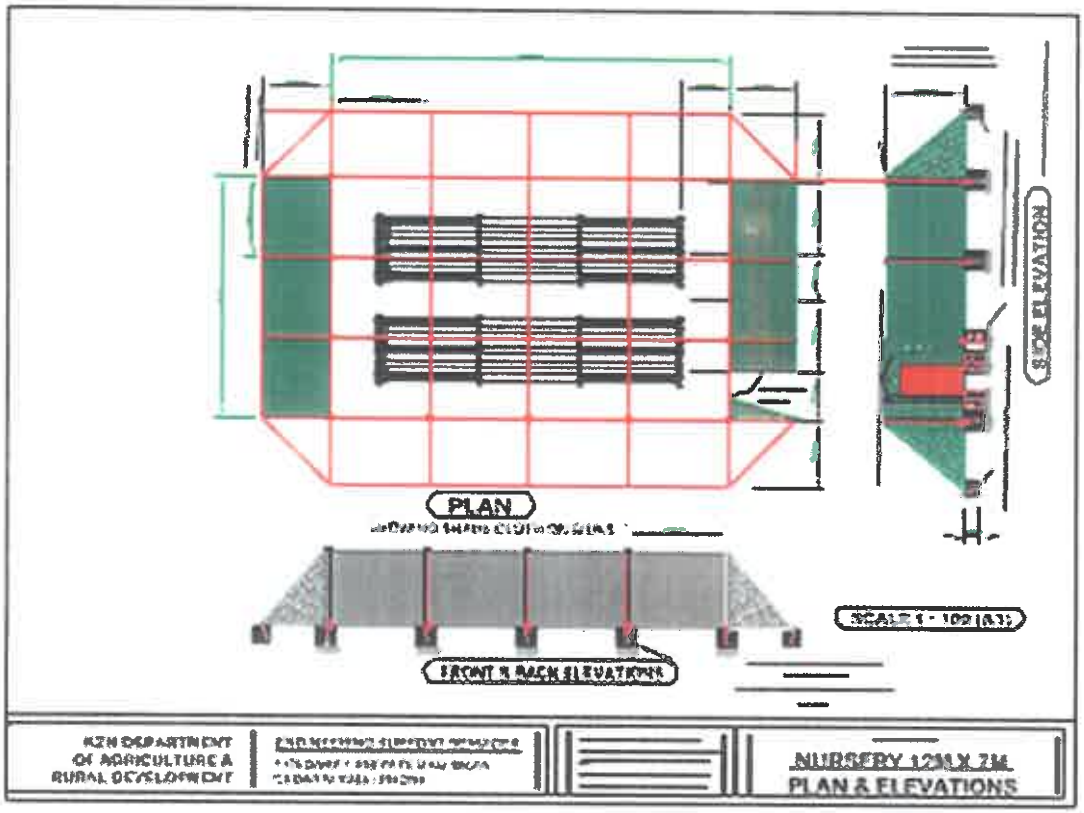
2. .....

PROFORMA

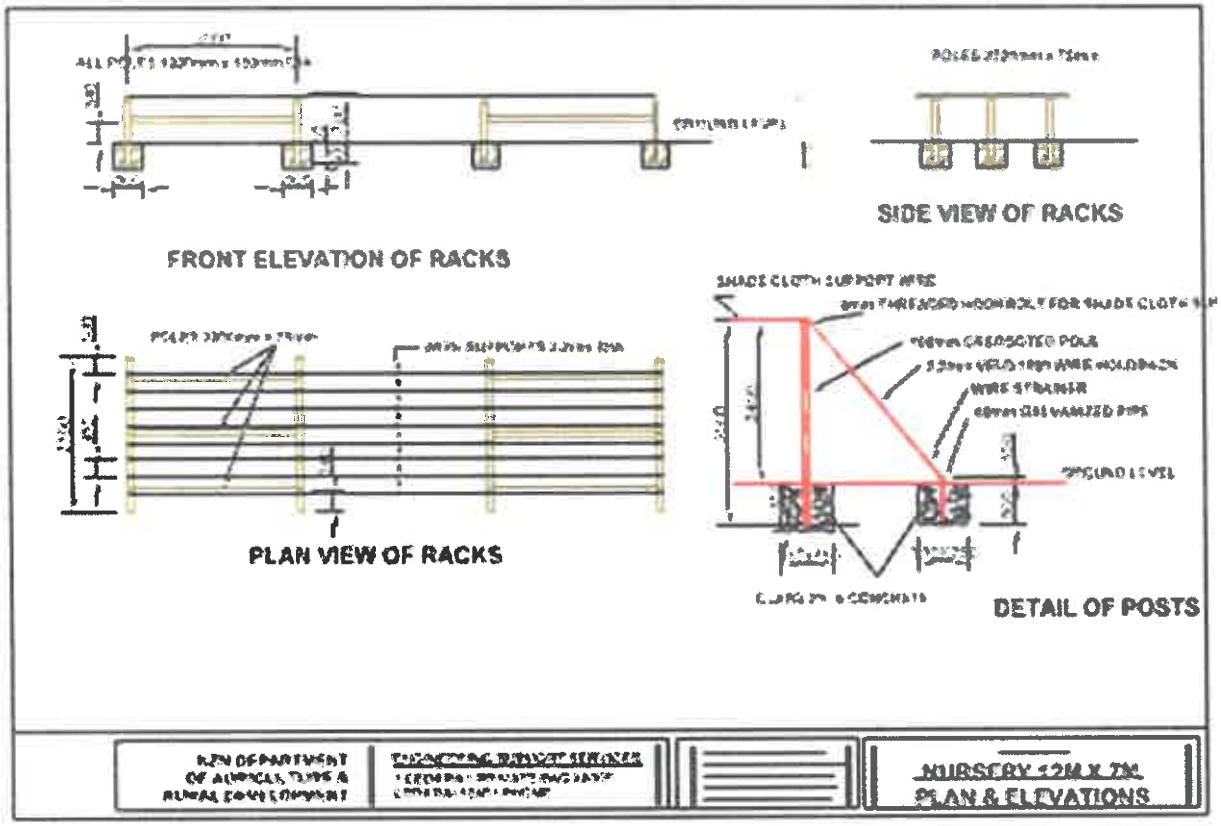
APPENDIX 3 – ZWELINZIMA SCHOOL- AT GLENGARY- LOCALITY MAP

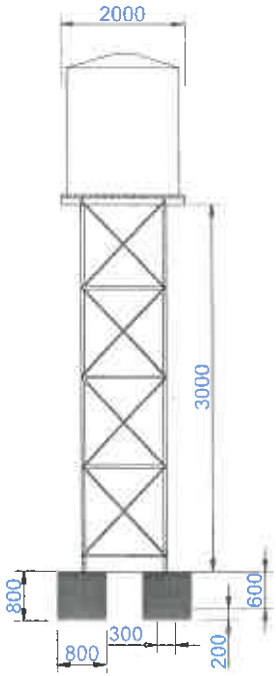


APPENDIX 4 – DRAWING DR01: SHADE NET NURSERY 12MX7.2M-TOP VIEW

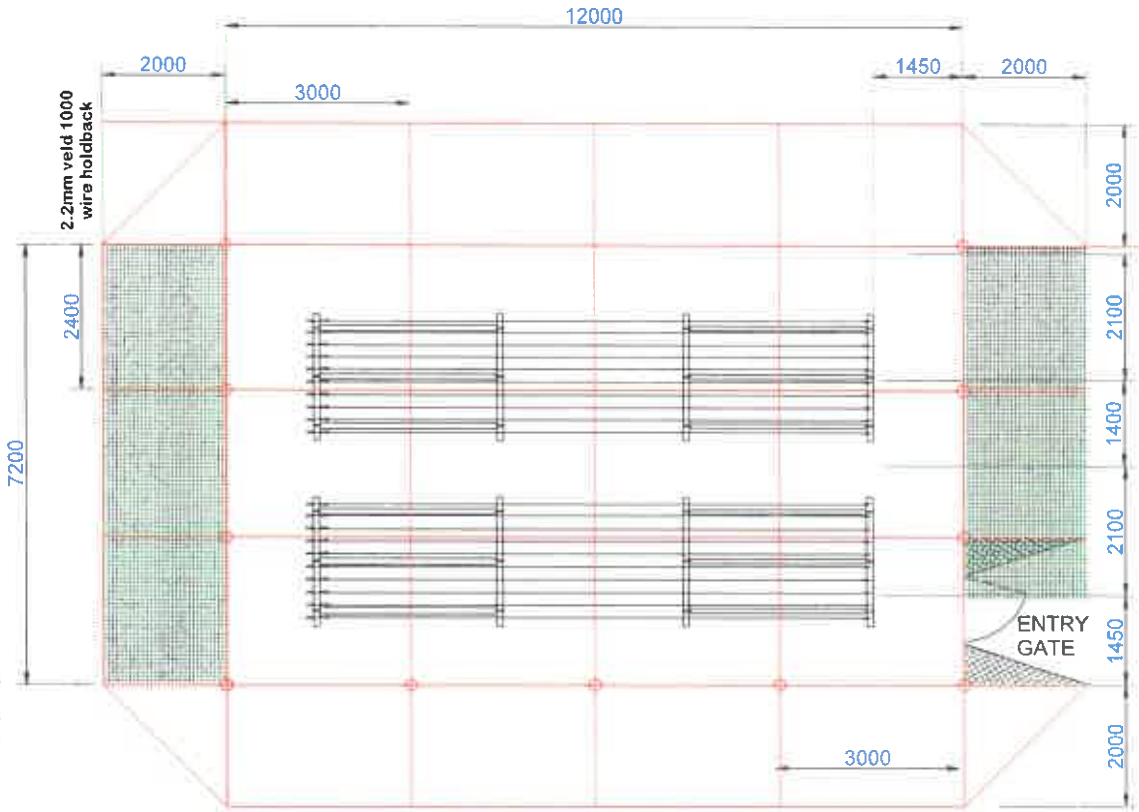


APPENDIX 5 – DRAWING DR02: SHADE NET NURSERY 12X7.2M- RACKS





TANK STAND
FOR IRRIGATION
OPTION A

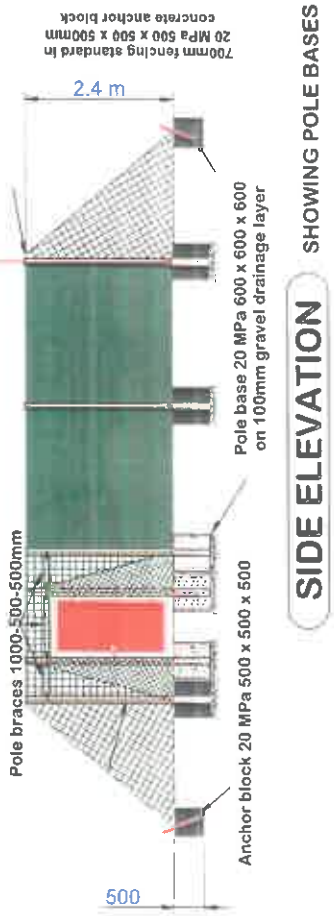


PLAN



Pole base 20 MPa

FRONT & BACK ELEVATIONS

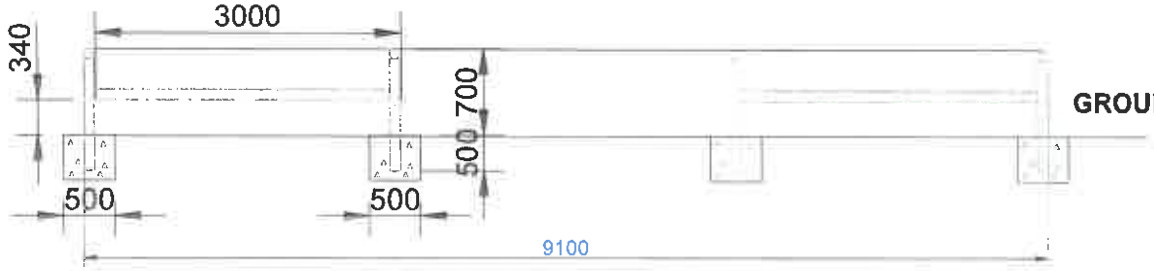


SIDE ELEVATION SHOWING POLE BASES

SCALE 1 : 100 (A3)

KZN DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT	ENGINEERING SUPPORT SERVICES	Design: TKONKAY D No: TKO/01/NUR	DRAWING 1 NURSERY 12M X 7.2M PLAN & ELEVATIONS

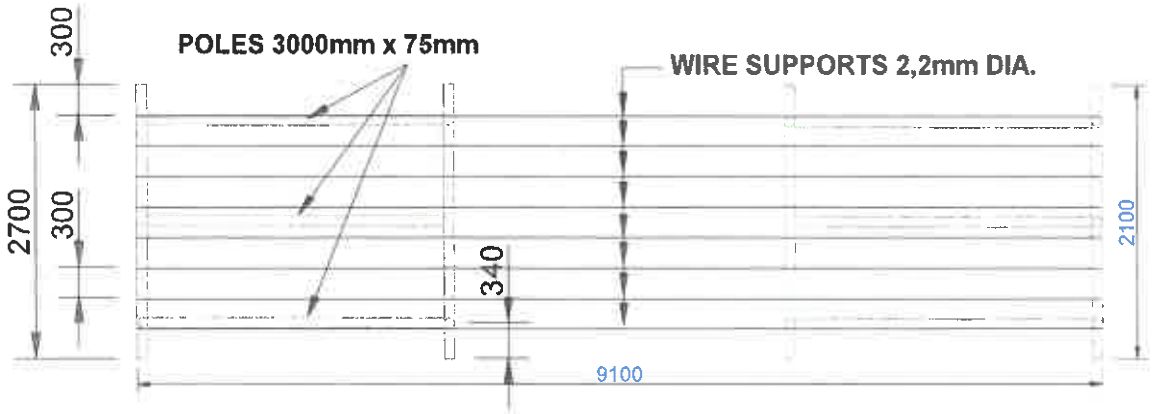
ALL POLES 1200mm x 100mm DIA.



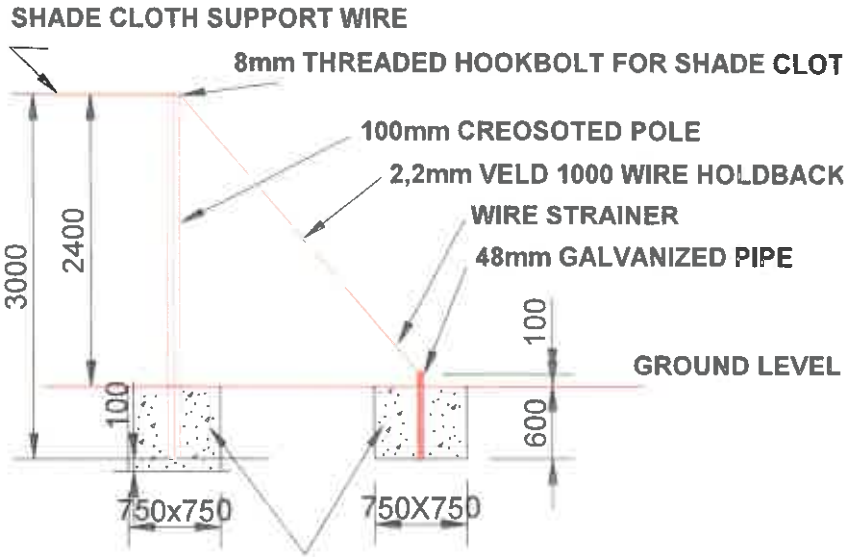
FRONT ELEVATION OF RACKS



SIDE VIEW OF RACKS



PLAN VIEW OF RACKS



DETAIL OF POST

KZN DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT	ENGINEERING SUPPORT SERVICES 1 CEDARA / PRIVATE BAG X6005 CEDARA/ 3245 / PHONE	Design: TK ONKAY DR NUM: TKO/26/02/NUR Revised: TK Onkay Date: 28/01/2026	DRAWING 2 NURSERY 12M X 7.2M PLAN & ELEVATIONS