

**BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO
 SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF
 AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL
 MUNICIPALITY OF THE AMATHOLE DISTRICT**

LOCATION: MIDDLE DRIFT

SCMU8-24/25-0057

Deputy Director: Supply Chain Management DEPARTMENT OF RURAL DEVELOPMENT & AGRARIAN REFORM Bhisho Private BagX040 Bhisho, 5600 Contact: Name: Mrs. N. Minya Telephone: 040 602 5263/ 079 505 9722 e-mail: nosibusiso.minya@drdar.gov.za	Directorate: Engineering Services Chief Engineer DEPARTMENT OF RURAL DEVELOPMENT & AGRARIAN REFORM Head Office Private Bag X015 Stutterheim, 4930 Contact: Name: TG Tekle Telephone: 043 683 0644/063 693 0644 e-mail: tesfazghi.tekle@drdar.gov.za
Tenderer	
CSD Number:	
LOGIS Number:	
Preference Points Claimed:	
Closing date on tender: 14 June 2024 at 11:00	
Total of the prices inclusive of applicable taxes: R	

The Tender

**EASTERN CAPE PROVINCIAL GOVERNMENT
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO
SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF
AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL
MUNICIPALITY OF THE AMATHOLE DISTRICT**

Contents

Number	Heading
---------------	----------------

The Tender

Part T1: Tendering procedures

T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T1.3	Standard Conditions of Tender

Part T2: Returnable documents

T2.1	List of Returnable Documents
T2.1	Returnable Schedules

The Contract

Part C1: Agreement and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Form of Guarantee

Part C2: Pricing data

C2.1	Pricing Instructions
C2.2	Activity Schedule or Bills of Quantities

Part C3: Scope of Work

C3.1	Scope of Work
C3.2	Specifications

Part C4: Site information

C4.1	Site Information
C4.2	Drawings

PART T1: TENDERING PROCEDURES

**EASTERN CAPE PROVINCIAL GOVERNMENT
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO
SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF
AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL
MUNICIPALITY OF THE AMATHOLE DISTRICT**

T1.1 Tender Notice and Invitation to Tender

1.	<p>The Department of Rural Development and Agrarian Reform, Eastern Cape Provincial Government, invites tenders for BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT</p> <p>The installation works shall include the following:</p> <ul style="list-style-type: none"> • Design a 30 Ha Micro-Sprinkler irrigation system • Installation of the complete Micro-Sprinkler irrigation at Fort Cox College. • Fertigation system • Testing and commissioning of the installed 30 Ha irrigation system. <p>Time of completion for this contract is 5 Months</p> <p>NB: It is must be noted that the Institute is in the process of obtaining water user license, however there is possibility that the installation of the irrigation systems might differ to next financial year.</p>
2.	Proof of Registration with South African Irrigation Institute (SABI) Certificates for both Company and Designer.
3.	Tender documents will be available during working hours after 08:00 as of 20 May 2024 until the day before the tenders close and can be downloaded free of charge from the Departmental website (www.drdar.gov.za) or https://etenders.treasury.gov.za/ .
4.	A compulsory site inspection and clarification meeting will be held on 27/05/2024 at 11:00 at Fort Cox College, Boardroom . After the Clarification meeting the prospective tenderers will be taken to the site to familiarize themselves with the conditions of the roads and site. No documents will be sold at the site inspection meeting. No late attendance will be entertained.
5.	<p>The completed tender document and any supporting documentation shall be placed in a single sealed envelope clearly marked “CONTRACT NO: SCMU8-24/25-0057: THE DESIGN,SUPPLY, DELIVERY AND INSTALLATION OF MICRO-SPRINKLER IRRIGATION SYSTEM AT FORT COX COLLEGE OF AGRICULTURE AND FORESTRY” and deposited in the tender box at: THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM, 1ST FLOOR, INDWE HOUSE,BHISHO,5600 SCM OFFICES not later than 11:00 on 14 June 2024 when the tender box will close.</p> <p>Tenderers should ensure that tender documents are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration.</p>
6.	Tenders will be opened in public immediately after closing time where the name of the tenderer, the financial offer, preference points claimed and proposed period for completion will be read out loud.
7.	All submitted certificates must be valid for 90 days after the Tender Closing Date.

8.	In terms of Preferential Procurement Regulation of 2022 the 80/20 preference point system is applicable.																										
9.	<p>The Department is targeting specific goals in accordance to the Supply Chain Management Policy 2023 with reference to the Preferential Procurement Regulations 2022 The tenderers must submit verification documentation in proof of the preferential points claimed on SDB 6.1, according to table below:</p> <table border="1"> <thead> <tr> <th>No</th><th>Specific Goals</th><th>Preference Points allocated out of the 20</th><th>Documentation to be submitted by bidders to validate their claim for points</th></tr> </thead> <tbody> <tr> <td>1</td><td>An EME or QSE which is at least 51% owned by black people</td><td>5</td><td> <ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) </td></tr> <tr> <td>2</td><td>Located in the province where the services will be rendered/ items delivered</td><td>2</td><td> <ul style="list-style-type: none"> Municipal rates account OR Letter from councilor confirming residence OR Lease Agreement </td></tr> <tr> <td>3</td><td>An EME or QSE which is at least 51% owned by women</td><td>7</td><td> <ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) </td></tr> <tr> <td>4</td><td>An EME or QSE which is at least 51% owned by youth (up to 35 years of age)</td><td>4</td><td> <ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) </td></tr> <tr> <td>5</td><td>An EME or QSE which is at least 51% owned by people with disability</td><td>2</td><td> <ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) Medical certificate SASSA registration or confirmation of disability from a relevant authority. </td></tr> </tbody> </table> <p>A trust, consortium or joint venture must obtain and submit documented proof for each party of such trust, consortium or joint venture.</p>			No	Specific Goals	Preference Points allocated out of the 20	Documentation to be submitted by bidders to validate their claim for points	1	An EME or QSE which is at least 51% owned by black people	5	<ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) 	2	Located in the province where the services will be rendered/ items delivered	2	<ul style="list-style-type: none"> Municipal rates account OR Letter from councilor confirming residence OR Lease Agreement 	3	An EME or QSE which is at least 51% owned by women	7	<ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) 	4	An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	4	<ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) 	5	An EME or QSE which is at least 51% owned by people with disability	2	<ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) Medical certificate SASSA registration or confirmation of disability from a relevant authority.
No	Specific Goals	Preference Points allocated out of the 20	Documentation to be submitted by bidders to validate their claim for points																								
1	An EME or QSE which is at least 51% owned by black people	5	<ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) 																								
2	Located in the province where the services will be rendered/ items delivered	2	<ul style="list-style-type: none"> Municipal rates account OR Letter from councilor confirming residence OR Lease Agreement 																								
3	An EME or QSE which is at least 51% owned by women	7	<ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) 																								
4	An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	4	<ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) 																								
5	An EME or QSE which is at least 51% owned by people with disability	2	<ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) Medical certificate SASSA registration or confirmation of disability from a relevant authority. 																								
10.	<p>All tenderers must be registered on the National Treasury Centralized Suppliers Data Base, the CSD before the closing date of tenders and provide the information.</p> <p><u>Invalid or non-submission of the following documents will render the Bidder disqualified:</u></p> <ul style="list-style-type: none"> ➤ Tax compliance status and company directors of bidders will be verified on <u>CSD</u> for all price quotations and bids. <u>Therefore, Hard copies of Tax Certificate are no more required.</u> ➤ CK documents must be attached in the bid. ➤ JV Agreement (if Applicable) ➤ Proof of CSD registration (active & recently updated) ➤ Proof of Company's SABI Registration and Professional Registration as SABI Certified Irrigation Designer. 																										
11.	Part of the works cannot be sub contracted without prior approval from the Engineer.																										
	The tender with the lowest price or any tender offer will not necessarily be accepted.																										

12.	
13	There is high possibility that the project might be implemented on two stages, planning and design in this financial year and installation in the 2025/26 financial year depending on the outcome of water user license.
14.	For a project to the value of R 3.0 million and more, a Bidder/Contractor who is not from the Eastern Cape Province, must sub-contract 25% of the contract value to a Bidder/Contractor within the Eastern Cape Province.
15.	All tenders must be submitted on the official forms – (not to be re-typed). Telephonic, telegraphic, e-mail or facsimile will not be accepted.
16.	Failure to supply all supplementary information, certificates and documentation may result in the tender being rendered non-responsive.
17.	This tender is subject to the General Conditions of Contract (GCC 2015) and, if applicable, any other Special Conditions of Contract (SCC).
18.	Bidders must submit in terms of point 15 above, the following with the bid submission: i) Proof of the CSD registration of the subcontractor(s). ii) Provide details of which items in the bill of quantities will be part of the subcontracting agreement. iii) Copy of current SABI registration must be supplied with the tender document
19.	NB: Bidders should note that this forms part of a batch of tenders included into the DRDAR infrastructure program within the Eastern Cape; the employer reserves the right not to award more than TWO projects to be executed simultaneously within the province. The department as a procuring entity will conduct a risk assessment based on amounts and nature of the commodity for the final decision vs the bidder's capacity.
20.	Administrative enquiries should be directed to: Mrs. S. Minya Telephone: 040 602 5263/ 079 505 9722 e-mail: nosibusiso.minya@drdar.gov.za
21.	Technical enquiries should be directed to: Mr.TG. Tekle Tel: 063 693 0644 Email: tesfazghi.tekle@drdar.gov.za

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU8-24/25-0057	CLOSING DATE:	14 June 2024	CLOSING TIME:	11:00
DESCRIPTION	BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM					
SUPPLY CHAIN MANAGEMENT OFFICES, 4 th FLOOR OFFICE 17, BOTHA SIGCAU BUILDING					
MTHATHA, 5099					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mrs N Minya		CONTACT PERSON	Mr. TG. Tekle	
TELEPHONE NUMBER	040 602 5263/079 505 97 22		TELEPHONE NUMBER	063 693 0644	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Nosibusiso.minya@drdar.gov.za		E-MAIL ADDRESS	Teshfazghi.tekle@drdar.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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, 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:

T 1.2

Tender Data

**EASTERN CAPE PROVINCIAL GOVERNMENT
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER
IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND
FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE
DISTRICT**

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019). (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of tender are:

Clause number	Tender Data
F.1.1	The employer is the Department of Rural Development and Agrarian Reform, Eastern Cape Provincial Government.
F.1.2	The tender documents issued by the employer comprise: <ul style="list-style-type: none">T1.1 Tender notice and invitation to tenderT1.2 Tender dataT2.1 List of returnable documents <p>Part 1: Agreements and contract data</p> <ul style="list-style-type: none">C1.1 Form of offer and acceptanceC1.2 Contract dataC1.3 Form of GuaranteeC1.4 Adjudicator's Contract <p>Part 2: Pricing data</p> <ul style="list-style-type: none">C2.1 Pricing instructionsC2.2 Activity schedules / Bills of Quantities <p>Part 3: Scope of work</p> <ul style="list-style-type: none">C3.1 Scope of workC3.2 Specifications <p>Part 4: Site information</p> <ul style="list-style-type: none">C4.1 Site informationC4.2 Drawings

Additional documents of which the Contractor are to obtain their own copies are:

“General Conditions of Contract for Construction Works – 3rd Edition 2015”.

This document is issued by the South African Institution of Civil Engineering. (Short title “General Conditions of Contract for Construction Works 2015”), and is obtainable separately. Tenderers shall obtain their own copies.

“South African National Standards”.

These documents are obtainable separately, and tenderers shall obtain their own copies of the applicable sections.

“The Occupational Health and Safety Act No 85 of 1993 and Amendment Act No 181 of 1993, and the Construction Regulations 2014”.

This document is obtainable separately, and tenderers shall obtain their own copies.

In addition, tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.

The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,

SANS 1921:2004 Construction and Management

Part 1: General Engineering and Construction Works;

Part 6: HIV/AIDS Awareness.

SANS 10396:2003 Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914:2003 Targeted Construction Procurement, Parts 1 to 6, dealing with Participation of Targeted Enterprises, Joint Ventures, Targeted Labour etc.

The Department of Rural Development and Agrarian Reform Procurement Policy.

The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

Clause	Data
C.1.4	The employer's agent is: S Kondlo 043 683 4022/063 693 0652 sonwabile.kondlo@drdar.gov.za
C.2.1	No CIDB requirement
C.2.2	The employer <u>will not</u> compensate the tenderer for any costs incurred during the tender process.
C.2.7	The arrangements for a clarification meeting are as stated in the Tender Notice and Invitation to Tender.
C.2.13.2	Submit one original document completed in black ink.

	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p> <p>Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery.</p> <p>Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.</p>
C.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM, SCM OFFICES 1ST FLOOR, INDWE HOUSE, BHISHO, 5600,</p> <p>Physical address: SCM OFFICES 1ST FLOOR, INDWE HOUSE, Bhisho, 5600.</p> <p>Identification details: Reference number, title of tender and the closing date and time of the tender.</p> <p>Postal address: Department of Rural Development and Agrarian Reform Supply Chain Management Directorate Private Bag X040 Bhisho, 5600</p>
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.15.	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.17.	<p>Additional information/clarification could be requested after closure of the bid. Non-submission / late submission of such information/clarification, could result in the bid being declared non-responsive.</p> <p>The employer may also request additional information / bank ratings, in order to establish the financial capacity of the bidder. Non-submission / late submission of such information / bank ratings, could result in the bid being declared non-responsive.</p>
C.2.16.	The tender offer validity period is 90 days
C.2.23.	<p>The tenderer is required to submit with his tender</p> <ul style="list-style-type: none"> • a Copy of CSD registration Proof (Active & Recently updated). • Joint Venture Agreement and Power of attorney in case of a Joint Venture. • ID certificates in case of one-man concerns. • Workman's Compensation Registration Certificate. • Documentation to proof preferential points claimed. • Copy of current SABI registration must be supplied with the tender

C.3.4	Tenders will be opened in public immediately after closing time where the name of the tenderer, the financial offer, preference points claimed and proposed period for completion will be read out loud.									
C.3.11.	<p>This bid will be evaluated in Four (4) phases as follows:</p> <p>Phase One: Prequalification: Only bids of bidders adhering to the company's registration with SABl and also having a SABl registered irrigation designer which is active on date of closure will be further considered.</p> <p>Phase Two: Compliance, responsiveness to the bid rules and conditions, thereafter they will be evaluated on PPPFA.</p> <p>Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA.</p> <p>PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:</p> <table><tr><td>Maximum points on price</td><td>-</td><td>80 points</td></tr><tr><td>Maximum points for Specific goals</td><td>-</td><td>20 points</td></tr><tr><td>Maximum points</td><td>-</td><td>100 points</td></tr></table> <p>Important:</p> <ul style="list-style-type: none">• Failure to submit a fully completed and signed bid document such as Bill of Quantities, work program etc. will result in the bid not being further considered.• Gross calculation errors, and omissions in the Bill of Quantities, will render the bid non-responsive.	Maximum points on price	-	80 points	Maximum points for Specific goals	-	20 points	Maximum points	-	100 points
Maximum points on price	-	80 points								
Maximum points for Specific goals	-	20 points								
Maximum points	-	100 points								
	<p>1. <u>PHASE ONE: PRE-QUALIFICATION</u></p> <p>Prequalification: Only bids of bidders adhering to the to the company's registration with SABl and also having a SABl registered irrigation designer which is active on date of closure will be considered further.</p> <p>2. <u>PHASE TWO: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</u></p> <p>A. Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none">1. Bid Document (This Document must be submitted in its original format)2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.3. Bidder must be registered with SABl and have a registered SABl irrigation designer.4. Bidders must be a legal entity or partnership or joint venture or consortia.5. Form of offer and Acceptance (fully completed and signed)6. SBD 4- Declaration of Interest (fully completed and signed)7. Compulsory Enterprise Questionnaire (Completed and signed)8. Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data. Bidders are not entitled add VAT to the tender price, nor to claim the VAT if they are not VAT registered vendors.9. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV.10. Resolution to Sign (if applicable)									

11. Attendance of compulsory briefing meeting (where applicable)
12. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit a bid/ quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums.
13. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
14. Past experience reports (Refer to Annexure K and H)
15. List of Key personnel and their CVs
16. Work program

B. Other Conditions of bid/ Non eliminating

1. DRDAR Policy applies.
2. Returnable Schedule: SBD1 – Invitation to bid must be completed and signed
3. The bidder must be registered on the Central Supplier Database (CSD) prior the award
4. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
5. Declaration of Employees of the State or other State Institutions.
6. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
7. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client.
8. Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
9. The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure J.
10. Bidders submit all the required documented proof to validate the preferential points claimed on SBD 6.1. (Refer to Point 9 of the Tender Notice)
11. The Department will contract with the successful bidder by signing a formal contract.
12. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
13. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.

3. PHASE THREE: EVALUATION POINTS ON PRICE AND REGULATIONS OF 2022

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and SPECIFIC GOALS/ PPPFA Regulations of 2022

Criteria	Points
POINTS ON PRICE	80
SPECIFIC GOALS	20
TOTAL	100

The **80/20 preference point system** for acquisition of services, works or goods up to Rand value of R50 million:

	<p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula:</p> $A = (1 - \frac{P - P_m}{P_m})$ <p>The value of value of W_1 is:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.
C.3.13.	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per contract data. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; f) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; i) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted. j) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; k) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. l) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

	<p>m) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.</p> <p>n) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.</p> <p>o) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>p) The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.</p> <p>q) Documents required for the specific goals:</p> <table><tr><th>No</th><th>Specific Goals</th><th>Documentation to be submitted by bidders to validate their claim for points</th></tr><tr><td>1</td><td>An EME or QSE which is at least 51% owned by black people</td><td><ul style="list-style-type: none">ID CopyCIPC (Company registration)'CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)</td></tr><tr><td>2</td><td>Located in the province where the services will be rendered/ items delivered</td><td><ul style="list-style-type: none">Municipal rates account ORLetter from councilor confirming residence ORLease Agreement</td></tr><tr><td>3</td><td>An EME or QSE which is at least 51% owned by women</td><td><ul style="list-style-type: none">ID CopyCIPC (Company registration)'CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)</td></tr><tr><td>4</td><td>An EME or QSE which is at least 51% owned by youth (up to 35 years of age)</td><td><ul style="list-style-type: none">ID CopyCIPC (Company registration)'CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)</td></tr><tr><td>5</td><td>An EME or QSE which is at least 51% owned by people with disability</td><td><ul style="list-style-type: none">ID CopyCIPC (Company registration)CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)Medical certificateSASSA registration or confirmation of disability from a relevant authority.</td></tr></table>	No	Specific Goals	Documentation to be submitted by bidders to validate their claim for points	1	An EME or QSE which is at least 51% owned by black people	<ul style="list-style-type: none">ID CopyCIPC (Company registration)'CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)	2	Located in the province where the services will be rendered/ items delivered	<ul style="list-style-type: none">Municipal rates account ORLetter from councilor confirming residence ORLease Agreement	3	An EME or QSE which is at least 51% owned by women	<ul style="list-style-type: none">ID CopyCIPC (Company registration)'CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)	4	An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	<ul style="list-style-type: none">ID CopyCIPC (Company registration)'CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)	5	An EME or QSE which is at least 51% owned by people with disability	<ul style="list-style-type: none">ID CopyCIPC (Company registration)CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)Medical certificateSASSA registration or confirmation of disability from a relevant authority.
No	Specific Goals	Documentation to be submitted by bidders to validate their claim for points																	
1	An EME or QSE which is at least 51% owned by black people	<ul style="list-style-type: none">ID CopyCIPC (Company registration)'CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)																	
2	Located in the province where the services will be rendered/ items delivered	<ul style="list-style-type: none">Municipal rates account ORLetter from councilor confirming residence ORLease Agreement																	
3	An EME or QSE which is at least 51% owned by women	<ul style="list-style-type: none">ID CopyCIPC (Company registration)'CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)																	
4	An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	<ul style="list-style-type: none">ID CopyCIPC (Company registration)'CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)																	
5	An EME or QSE which is at least 51% owned by people with disability	<ul style="list-style-type: none">ID CopyCIPC (Company registration)CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)Medical certificateSASSA registration or confirmation of disability from a relevant authority.																	
C.3.17.	The number of paper copies of the signed contract to be provided by the employer is one.																		

T1.3 STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019). (See www.cidb.org.za).

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

a) C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

b) C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification,

specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

c) C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 *The employer's undertakings*

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the

closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its specific goals and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed based on specific goals set out by the department. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and

- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

Important:

- **Failure to submit a fully completed and signed bid document such as Bill of Quantities, work program etc. will result in the bid not being further considered.**
- **Gross calculation errors, and omissions in the Bill of Quantities, will render the bid non-responsive.**
-

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

d) C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

PART T2 - RETURNABLE DOCUMENTS

**EASTERN CAPE PROVINCIAL GOVERNMENT
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

- Certificate of authority for joint ventures (where applicable)
- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Schedule of Subcontractors
- Schedule of Plant and Equipment
- Schedule of the Tenderer's Experience
- Schedule of current projects

2 Other documents required only for tender evaluation purposes

- Proof of registration on the CSD and copy of active and updated certificate attached.
- Certificate of Contractor Registration issued by the Construction Industry Development Board.
- Documented proof of points claimed for Specific goals.

3 Returnable Schedules that will be incorporated into the contract

- Preferencing Schedule SBD 6.1

4 Other documents that will be incorporated into the contract

- Declaration of validity of information.
- Declaration of Interest - SBD 4.
- Certificate of tenderer's visit to site.
- Tenderer's financial standing.
- Surety and Bank details.
- Form of intent to provide a Performance Guarantee.
- Key personnel for project.
- Curriculum Vitae of key personnel.
- Preliminary Construction Programme.
- Alteration by tenderer.
- Contractor's Health and Safety declaration.
- Contractor's Health and Safety Plan.

5 The offer portion of the C1.1 Offer and Acceptance

6 C1.2 Contract Data (Part 2)

7 C2.2 Bills of quantities

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms
 , authorised signatory of the company
 , acting in the capacity of lead partner,
 to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature Name Designation
		Signature Name Designation
		Signature Name Designation
		Signature Name Designation

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: (SABI) registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity number*	Personal income tax number*

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 6: Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

- i) Authorize the employer to verify the tenderers tax clearance status from the South African Revenue Service that it is in order;
- ii) Confirms that neither the name of the enterprise or the name of any partner, manager, director or any other person, who wholly or partly exercises or may exercise control over the enterprise, appears on the Register of Tender Defaulters established in terms of the Prevention and combating of Corruption Activities Act of 2004;
- iii) Confirms that no partner, manager, director or any other person, who wholly or partly exercises or may exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv) Confirms that I/we are not associated, linked or involved with any other rendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise name			

RECORD OF ADDENDA TO TENDER DOCUMENTS

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed Date

Name Position

Tenderer

SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed

Date

Name

Position

Tenderer

SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar work in respect of this tender successfully executed by myself / ourselves during the past three (3) years:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date contract started	Date contract completed (Date on Completion Certificate)

Signed Date

Name Position

Tenderer

SCHEDULE OF CURRENT PROJECTS

Tenderers must submit a max one-page description of all projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1. Name of project.
 - 1.2. Name of client.
 - 1.3. Contact details of client.
 - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1					
2					
3					

Attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

CONTRACTORS CERTIFICATE OF REGISTRATION ON CSD

[The tenderer shall submit the Contractor's Certificate of Registration on the CSD. Failure to submit the certificate with the tender document will lead to the conclusion that the tenderer is not registered on the National Treasury Central Suppliers Database and therefore not eligible to tender].

CONTRACTORS CERTIFICATE OF REGISTRATION WITH SABI

[The tenderer shall submit the Company Certificate of Registration with The South African Irrigation Institute and the Designers' registration with the South African Irrigation Institute as a certified Irrigation Designer. Failure to submit the certificates with the tender document will lead to the conclusion that the tenderer is not registered with SABI and therefore not eligible to tender].

(ATTACH HERE)

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An EME or QSE which is at least 51% owned by black people	N.A.	5		
Located in the province where the services will be rendered/ items delivered	N.A.	2		
An EME or QSE which is at least 51% owned by women	N.A.	7		
An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	N.A.	4		
An EME or QSE which is at least 51% owned by people with disability	N.A.	2		
Total	N.A.	20		

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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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.

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

CERTIFICATE OF TENDERER'S VISIT TO SITE

This is to certify that, I

representative of (tenderer)

.....

.....

of (address)

.....

.....

.....

Telephone number:

Fax number:

in the company of (Engineer's representative)

visited and examined the site on (date)

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

TENDERER'S REPRESENTATIVE: (Signature).....

(Name)

ENGINEER'S REPRESENTATIVE: (Signature).....

(Name)

FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The tenderer must provide a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local municipality if such personnel are not available locally.

The tenderer shall list below the personnel, which he intends to utilise on the Works, including key personnel, which may have to be brought in from outside if not available locally.

EMPLOYEE SKILLS TEAM No ____	NUMBER OF PERSONS			
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY	UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	YEARS EXPERIENCE
Director				
Contracts Manager				
Site Agent				
Skilled Worker				
Semi-skilled Worker				
Unskilled Worker				
Other				
Other				
Other				
Other				
Other				

DATE **SIGNATURE OF TENDERER**

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

CURRICULUM VITAE OF KEY PERSONNEL

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes my qualifications, my experience and me.

DATE **SIGNATURE OF DIRECTOR**

DATE SIGNATURE OF TENDERER
(of person authorised to sign on behalf of the Tenderer)

PRELIMINARY CONSTRUCTION PROGRAM

The tenderer shall submit a preliminary program reflecting the proposed sequence and duration of the various activities comprising the work for this Contract to include the projected cash flow for each activity. The program shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his tender.

[Note: The program must be based on the completion time as specified in the Contract Data.]

Schedule	Abbreviated description	Days per action	Cumulative project construction days
1	Survey and Design 30 ha Micro-sprinkler irrigation		
2	Site Establishment		
3	Construction of Pump House		
4	Installation of pump, main line and electrical cable		
5	Installation of Solidset Sprinklers for 30 ha		
6	Electric connection and Commissioning		
7	De-establishment		

PROPOSED CONSTRUCTION PERIOD _____ WEEKS

DATE . _____ SIGNATURE OF TENDERER _____
(of person authorised to sign on behalf of the Tenderer)

BASELINE RISK ASSESSMENT

PROJECT TITLE	BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT
SCMU NUMBER	SCMU8-24/25-0033
PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
<i>Excavations and fill for pipeline and cables</i>	<i>Medium</i>	<i>Low</i>	<i>N.A.</i>	<i>Medium</i>	<i>Adhere to safety measurements</i>
<i>Installation of Permanent Sprinkler Irrigation</i>	<i>Medium</i>	<i>Low</i>	<i>N.A.</i>	<i>Low</i>	<i>Adhere to safety measurements</i>
<i>Electrical installation</i>	<i>Medium</i>	<i>Low</i>	<i>N.A.</i>	<i>Low</i>	<i>Adhere to safety measurements</i>
<i>Movement of machinery and vehicles on site</i>	<i>Low</i>	<i>Low</i>	<i>N.A.</i>	<i>Medium</i>	<i>Put access control measures in place</i>

You can list all activities on a separate page to address this issue (the above table is just for reference purposes).

<p>Signed</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Enterprise name</p> <p>_____</p>	<p>Date</p> <p>_____</p> <p>Position</p> <p>_____</p>
--------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

ALTERATIONS BY TENDERER

Should the tenderer desire to make any departure or modification to the General Conditions of Contract, Special Conditions of Contract, Specifications, Schedule of Quantities or Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder, or alternatively, state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

[illegible]

DATE.. SIGNATURE OF TENDERER

(of person authorised to sign on behalf of the tenderer

CONTRACTORS 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 Employer 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 tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

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 Employer's Health and Safety Specifications.
3. 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.

(Tables to be completed by tenderer)

TABLE 1: COST OF SAFETY PERSONNEL

PERSONNEL	COSTS AS ALLOWED IN TENDER	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health and Safety		
Health and Safety Committee		

TABLE 2: COST OF SAFETY EQUIPMENT

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN TENDER
Hard hats		
Safety boots		
Add items as per risk assessment:		

4. I hereby undertake, if my tender 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 Employer.
5. I confirm that copies of my company's approved Health and Safety Plan, the Employer'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 Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

6. I hereby confirm that, I will be liable for any penalties that may be applied by the Employer 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.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

DATE **SIGNATURE OF TENDERER**
(of person authorised to sign on behalf of the Tenderer)

CONTRACTORS HEALTH AND SAFETY PLAN

[Not applicable for tender purposes]

[The successful Tenderer, only, 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, and referred to in T2.1, List of Returnable Documents point 4 (other documents that will be incorporated into the contract) after acceptance of the tender]

EVALUATION SCHEDULE 1 – PROJECT REFERENCE FORMS - 1

Project title:	BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT
Project Number:	SCMU8-24/25-0033

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname)
of _____

_____ (company name) declare
that I was the Project Manager on the following building construction project successfully executed by
_____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

- Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance						
2. Quality of Service						
3. Resources: Personnel						
4. Time management / programming						
5. Financial management / Project budget management/cash flow, etc.						
TOTAL						

- Would you consider / recommend this tenderer again:

YES	NO

- Any other comments:

- My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20____

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

EVALUATION SCHEDULE 1 – PROJECT REFERENCE FORMS - 2

Project title:	BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT
Project Number:	SCMU8-24/25-0033

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname)
of _____

_____ (company name) declare
that I was the Project Manager on the following building construction project successfully executed by
_____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

- Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
6. Project performance						
7. Quality of Service						
8. Resources: Personnel						
9. Time management / programming						
10. Financial management / Project budget management/cash flow, etc.						
TOTAL						

- Would you consider / recommend this tenderer again:

YES	NO

- Any other comments:

- My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20____

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

EVALUATION SCHEDULE 1 – PROJECT REFERENCE FORMS - 3

Project title:	BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT
Project Number:	SCMU8-24/25-0033

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname)
of _____

_____ (company name) declare
that I was the Project Manager on the following building construction project successfully executed by
_____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

- Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
11. Project performance						
12. Quality of Service						
13. Resources: Personnel						
14. Time management / programming						
15. Financial management / Project budget management/cash flow, etc.						
TOTAL						

- Would you consider / recommend this tenderer again:

YES	NO

- Any other comments:

- My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20____

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

The Contract

PART C1: AGREEMENT AND CONTRACT DATA

C 1.1

Form of Offer and Acceptance

**EASTERN CAPE PROVINCIAL GOVERNMENT
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO
SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF
AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL
MUNICIPALITY OF THE AMATHOLE DISTRICT**

C1.1 Form of Offer and Acceptance

Note: 1 This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 - 1: Construction Procurement Processes, Procedures and Methods.

2 SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **SCMU8-24/25-0033: BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT.** The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX
IS.....**

..... Rand
(in words);

R (in figures) (or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)		Date:	
Name(s)			
Capacity:			
For tenderer: (Name and address)			
Name & Signature of witness:		Date:	

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)		Date:	
Name(s)			
Capacity:			
For the employer: (Name and address)			
Name & Signature of witness:		Date:	

SCHEDULE OF DEVIATIONS

Notes:

1. *The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
2. *A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
3. *Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
4. *Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.*

1 Subject _____

Details:

2 Subject _____

Details:

3 Subject _____

Details:

4 Subject _____

Details:

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Tenderer:

..... Signature

..... Name

..... Capacity

For the Employer:

.....

.....

.....

Name and address of organization:

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

Name and address of organization:

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

.....

Witness Signature

.....

Witness Name

.....

Date

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the form of Offer part of the Agreement, hereby confirms receipt from the Employer. Identified in the Acceptance part of the Agreement, of one fully completed original copy of this Agreement. Including the Schedule of Deviations (if any) today:

The(day) of (month) 20.....(year),
at

..... (place)

For the Contractor:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Data								
1.1.1.9	The name of the Contractor is								
1.2.1.2	<p>The address of the Contractor is:</p> <p>Physical Address: Postal Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>e-mail:</p> <p>Tel. No.</p> <p>Fax No.</p>								
1.1.1.14	The time for achieving Practical Completion is 5 Months .								
6.5.1.2.3	The percentage allowance to cover overhead charges is %								
6.2.1	The security to be provided by the Contractor shall be one of the following:								
	<table border="1"> <thead> <tr> <th>Type of security (Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Performance Guarantee of 10% of the Contract Sum.</td><td></td></tr> <tr> <td>Performance Guarantee of 5% of the Contract Sum + 5% Retention.</td><td></td></tr> <tr> <td>10% Retention</td><td></td></tr> </tbody> </table>	Type of security (Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)	Contractor's choice. Indicate "Yes" or "No"	Performance Guarantee of 10% of the Contract Sum.		Performance Guarantee of 5% of the Contract Sum + 5% Retention.		10% Retention	
Type of security (Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)	Contractor's choice. Indicate "Yes" or "No"								
Performance Guarantee of 10% of the Contract Sum.									
Performance Guarantee of 5% of the Contract Sum + 5% Retention.									
10% Retention									

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

THIS AGREEMENT is made between

.....

(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....

in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....

in his 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

CONTRACT No.: **SCMU8-24/25-0033: BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT** for the construction, completion and maintenance of the works;

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 CONSULTING EMPLOYER'S AGENTS 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 it 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 atfor and on behalf of the **CONTRACTOR**

on this dayday of20_____

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESS: 1.

2.

Thus signed atfor and on behalf of the **EMPLOYER**

on this dayday of20_____

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESS: 1.

2.

PART C2 – PRICING DATA

C 2.1

Pricing Instructions

**EASTERN CAPE PROVINCIAL GOVERNMENT
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION
SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND
MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT**

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General*.

2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
month	=	month
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
3. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in

the unit rates and sum amount tendered such items

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
10. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.

Important:

- **Gross calculation errors, and omissions in the Bill of Quantities, will render the bid non-responsive.**
-

C 2.2

Bill of Quantities

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT

Pricing Instructions

GENERAL

THE SERVICE PROVIDER MUST PREPARE A DETAILED DESIGN, WHICH WILL BE SUFFICIENT TO PREPARE A TENDER PRICE FOR EACH OF THE FOLLOWING ITEMS IN THE PRICING SCHEDULE.

TENDER PRICE PER ITEM:

Item 1: Detailed Survey

All costs to produce detailed contour maps, including travelling, man hours, and all other disbursements must be covered by the tender price.

Item 2: Detailed Design

The tender price will cover all costs of the final design, and preparation of design drawings for submission to DRDAR for approval. Include specifications and detailed material list.

Item 3: Supply and delivery of all materials, equipment and the installation of the complete irrigation system

The tender price will be for full compensation, including material, labour, transport, installation, construction supervision, insurance, security, and Health and Safety requirement.

The service provider must submit a detailed itemized cost breakdown to enable the employer to verify payment and progress.

Item 4: Testing & Commissioning

The tender price must include all costs to test, and commission the system, including the provision of a generator for the provision of electricity during the commissioning process and water for that purpose.

Item 5: As-built Drawings

The tender price will cover all costs to produce as-built drawings.

PAYMENT CLAUSE:

Payments will be processed on a monthly basis, after receipt, and verification of a monthly claim submitted by the service provider. Only claims for completed tasks will be accepted. Claims for 80% of material on site will be accepted, after receipt of cession of ownership of such material to DRDAR.

PRICING SCHEDULE-FIRM PRICES

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

NAME OF BIDDER:

CONTRACT NO: SCMU8 – 24/25-0057

BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICTaving examined all the documents
I/we bid as follows:

SUMMARY OF PRICING SCHEDULE

Item 1: Detailed Survey	R _____
Item 2: Final Design	R _____
Item 3: Manifolds and Hydraulic Valves Installation	R _____
Item 4: Mainline Installation	R _____
Item 5: Infield irrigation Installation (Micro-sprinkler total coverage).	R _____
Item 6: Pump Installation and Pump Station Construction	R _____
Item 7: Electrical Connection Installation	R _____
Item 8. Testing & Commissioning	R _____
Item 9. As-built drawings	R _____
SUB TOTAL	R _____
5 % Contingencies	R _____
SUB TOTAL	R _____
15% Value Added Tax	R _____
TOTAL BID AMOUNT	R _____

Total Bid Amount in Words: _____

SIGNED: _____ NAME OF SIGNATORY (IN CAPITALS):

SIGNED ON THIS THE _____ DAY OF _____ OF THE YEAR
20_____

ON BEHALF OF _____

TELEPHONE NUMBER: (_____) _____ **FAX NUMBER:** (_____) _____

- Prescribed destinations, compliance and deviations shall be AS SPECIFIED IN SCOPE OF WORKS

- Date for completion of the order _____

I/we choose *domicilium citandi et executandi* at

C 3.1

Scope of Work

**EASTERN CAPE PROVINCIAL GOVERNMENT
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT

C3.1 Scope of Work

1. Scope of Work and Management

TOPIC	SUB TOPIC
DESCRIPTION OF THE WORKS	
Employer's objective	To appoint a Service Provider for The Design, Supply And Installation Of a micro-sprinkler Irrigation System at Fort Cox College on a Turnkey Basis In The Amathole District
Overview and extent of works	<ul style="list-style-type: none"> Design of 30 ha micro sprinkler irrigation system for Fort Cox Citrus development. Supply and installation of 30 ha of Micro-sprinkler sprinkler irrigation for Fort Cox Citrus development irrigation Testing and commissioning
Location of the works	Fort Cox College of Agriculture and Forestry, Cwaru Village, Amathole District 32° 46' 49.86" S and 27° 01' 10.95"E
Water Source	The water source to the Irrigation field is a 200mm diameter gravity pipe from a balancing dam as indicated on the site Map.
ENGINEERING	
Design + Drawings + Specifications	Done + Will be issued + Compiled by the division Engineering Services of DRDAR
PROCUREMENT	
Preferential procurement procedures	Method 1 – Price Preference
Sub-contracting	Sub-contracting will be allowed. The Contractor must however indicate at tender stage which portions of the work will be sub-contracted and to whom.
CONSTRUCTION	
Works specifications	1. The standards specifications will apply, as stated in: "Specifications of Construction Materials and methods to be used for Agricultural on-farm Infrastructure", Second Edition, April 2022, Revision "DRDAR SCMM-02/2022". 2. Applicable SANS 1200 standards for the building works. 3. Attached Project Particular Specifications will apply.
Plant and materials	1. The Employer will not provide any plant or material. 2. The Contractor shall inform the Engineer in good time, to inspect and approve the plant and materials that will be used before construction commences or on arrival of material on site.
Construction equipment	1. The Employer will not provide any equipment. 2. The Contractor shall provide all suitable construction equipment necessary to complete the project.
Existing services	Care should be taken by the contractor not to damage any existing services. The Engineer shall show the position of all existing infrastructure both above ground and below ground to the Contractor and the contractor are to ensure that no excavations shall commence without consent of the Engineer.
Site establishment	1. The Employer will not provide any facilities on site. 2. The Contractor shall provide an office, storage shed, toilets, security, vehicles, labour and accommodation.
Site usage	The Contractor shall not utilize the site for any other purpose than the construction of the agreed works.
Permits and way leaves	The Contractor will negotiate all necessary permits and way leaves with the local community.
Survey control and Setting out works	The Contractor will be responsible for the survey and setting out of all construction levels. After setting out the levels the Contractor will inform the

	Engineer to inspect the levels before any excavation work or construction work may commence.
MANAGEMENT	
Management of works	<ol style="list-style-type: none"> 1. Applicable SANS 1200, SANS 10400 standards will apply. 2. Attached generic standards will apply. 3. The standards specifications will apply, as stated in: "Specifications of Construction Materials and methods to be used for Agricultural on-farm Infrastructure", Second Edition, April 2022, Revision "DRDAR SCMM-02/2022", will apply. 4. Drawings and specifications will be provided by the Employer and shall be the only acceptable drawings for the agreed works. 5. The Engineer will be available to perform inspections every day on request, but will perform at least one scheduled inspection per week. 6. The Contract type is measured where payments to the Contractor will be made after measurement of the work done by the Engineer according to the following payment schedule. 6.1. The Contractor shall submit invoices according to the agreed claims and the Engineer will recommend the payment. 6.2. The Engineer will inspect the work at the Contractor's request to measure the progress and determine the part payment that is due when both parties are in agreement about the claim. 6.3. All payments can include materials that are secured on site under control of the Contractor. Materials on site which are not yet built into the works will be compensated at 80% of the value as per the invoice from the material suppliers. 6.4. The Employer allows for monthly interim payments for the project that can be used, 1 practical and 1 final payment. 6.5. The practical completion of the construction work implies the work is complete and the beneficiaries can use the infrastructure. 6.6. The final and last payment is the retention money that will be paid after a predetermined period after all construction work is done. This is the defects liability period. 6.7. Certificates of Completion and Final Approval will be issued by the Engineer for practical and final construction completion. 7. The Contractor shall provide the Engineer with proof that Insurance has been obtained for the contract period. 8. The Contractor shall keep a daily record of all labour related matters, weather occurrences, all incidents that influenced construction. 9. Communications between the Employer and Contractor will be in writing with copies to all stakeholders. 10. The Contractor shall be responsible for testing the works after completion to ensure compliance with the Employer's requirements. 11. The Employer will commission the works during a public handing over ceremony. 12. The Contractor shall repair all defects of workmanship and materials during the liability period.
Health and safety	<ol style="list-style-type: none"> 1. Attached Generic Occupational Health and Safety Specifications will apply. 2. Applicable SANS 1200, SANS 10400 and 10142 standards will apply; 3. Occupational Health and Safety Act (Act No. 85 of 1993) will apply; 4. The Contractor shall appoint a person that will be responsible for health and safety issues on site and provide the Engineer with the name and credentials of this person. This person must also be trained in First Aid and must have a comprehensive First Aid Kit on site. 5. The Contractor shall be responsible to design and apply measures to prevent accidents or injury to any person or property during construction.

C 3.2

Specifications

PARTICULAR / GENERIC SPECIFICATIONS

BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT

SCOPE

PS SCOPE /

BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT

PS 1 DISCLAIMER

The information regarding subsurface conditions, materials on site and site information supplied, is provided in good faith for the contractor's convenience as an indication of conditions likely to be encountered. No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials.

The information provided will not be regarded as in way limiting. The contractor will be held to have satisfied himself of all conditions to be encountered on site and to allow accordingly in his tendered rates.

PS 2 APPLICABLE STANDARDS

The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200). It shall however be noted that reference is made in certain of the specifications to other standardized specifications which may or may not be included in this document. Where such specifications are not included, they shall however be deemed to be included in the Contract documents.

The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer. These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200) shall apply to this Contract together with additional amendments as set out herein

PS 3 PLANT AND MATERIALS

The Employer will not be providing any plant or supplying any materials for use by the Contractor in executing the works. The Contractor must provide all plant and materials of whatever nature necessary to enable him to undertake the works as specified.

The Contractor must provide all necessary samples and copies of the relevant test results required to prove compliance with the specifications, prior to utilisation of any material within the works.

PS 3.1 Construction Equipment

The provision of all tools and equipment of whatever nature, required for execution of the scheduled items, must be the responsibility of the Contractor, and the cost thereof must be included in the rates for the respective items of work.

PS 4 EXISTING SERVICES

The Contractor will be issued with drawings showing the position of existing services in the vicinity of his working area. The Contractor must contact the service authorities concerned (i.e. Water, Sanitation, Electricity and Telecommunications) to confirm the position of existing services, and must apply for the Construction Permit for work programmed within the road reserve when required.

The Contractor is required to undertake work in proximity to existing services and he must take all necessary precautions to prevent any damage to these services. In this regard, the Contractor must

excavate by hand to expose and confirm the location and depth of each existing service prior to carrying out any construction over or around the service.

Should his operations result in any damage to existing services, he must immediately notify the Engineer and the local authority, who will inspect the damage and determine what further action is required. The Contractor must be responsible for the cost of all repairs or reinstatement necessary, whether these are carried out with his own resources or by a third party.

PS 5 SITE ESTABLISHMENT

PS 5.1 Services and Facilities Provided by the Employer

The Employer will not provide any facilities or services.

PS 5.2 Facilities Provided by the Contractor

Due to the extremely constricted nature of the site, the Contractor must be required to determine the most convenient location for his camp site in consultation with the Community/Owner such that this will cause the least disruption and interference with his activities. Dependent on his actual space requirement, different components of the camp could be located in different areas.

Should the Contractor elect to locate any or all of his facilities in one area for a certain duration, and then relocate them later, any associated costs must be solely for his account, and no claims of any nature for additional costs will be entertained.

The Contractor will be required to provide certain facilities for the exclusive use of the Engineer and his staff, all as defined in SABS 1200 AB, and as amended by any variations / additions in clause C3.4.1.6.

PS 5.3 Storage and Laboratory Facilities

The employer has no specific requirements for any storage or laboratory facilities, and the Contractor should provide whatever he deems to be necessary to support his activities.

PS 5.4 Other Facilities and Services

Should the Contractor require a supply of municipal water to enable him to undertake any of his activities on the site then he must make his own arrangements with the Community/Owner or Municipality for a suitable point of supply. The Contractor must agree the details of both the position and the size of connection required with the relevant officials, and must be responsible for the cost of the connection, the cost of water used, and the cost of removal and reinstatement on completion.

Should the Contractor require an electrical connection to his campsite then he must submit an application to the Community/Owner, Municipality's electricity department or Eskom as might be applicable to obtain a supply with the necessary capacity at a suitable position. The Contractor must be responsible for the cost of the connection, the cost of electricity used, and the cost of removal and reinstatement on completion.

The Contractor must:

- i) make his own arrangements for whatever telephone and facsimile services he may require.
- ii) provide sufficient serviced, portable toilets at convenient locations for the use of his staff during their time spent on site.
- iii) supply a first aid kit to be available at the site office, and re-stock the contents as and when necessary.
- iv) make available a list of emergency contact numbers for ambulance, police and fire services.
- v) provide the necessary facilities on site to temporarily store refuse, and make arrangements with the Municipality for regular refuse removals. Refuse storage facilities must make allowance for waste separation, re-cycling and re-use wherever possible

All costs associated with any of the above aspects must be included in the relevant preliminary and general items.

PS 5.5 Vehicles and Equipment

No vehicles or specialised equipment is required for the employer and his agents.

PS 5.6 Advertising Rights

No advertising of any kind will be allowed on the site.

PS 5.7 Notice Boards

Two project notice boards will be required in accordance with SABS 1200 AB, and as amended by any variations/additions in clause C3.4.1.6.

PS 6 SITE USAGE

The Contractor must restrict his operations to the boundaries of the site and he must not be allowed to occupy or impact on any other adjacent areas.

PS 7 PERMITS AND WAY LEAVES

The Contractor will be required to provide copies of permits for any borrow pits or quarries from which he intends to obtain bedding material or aggregate.

The Contractor must be responsible for obtaining all of the necessary way leaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and must ensure that any way leaves, permissions or permits obtained by the Employer's Agent prior to the award of the Contract are transferred into the Contractor's name. (Refer also to clause C3.4.4 above.)

The Contractor must abide by any conditions imposed by such way leaves, permissions or permits.

The Contractor must ensure that all way leaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

PS 8 ALTERATION, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

Wherever the Contractor is required to carry out construction to lines and levels based on or tying into existing infrastructure, he must first check that the information provided for the existing works is accurate and correct. Should there be any discrepancies as regards position, or defects in the quality of the existing work which may affect the proposed work, then the Contractor must report these to the Engineer and request clarification prior to proceeding with the new construction.

PS 9 INSPECTION OF ADJOINING PROPERTIES

The Contractor and the Engineer must together inspect and record the condition of all adjoining properties or existing services, prior to the commencement of any work that may impact on these existing facilities in any way.

PS 10 WATER FOR CONSTRUCTION PURPOSES

The Contractor must make his own arrangements with the Community/Owner or Municipality to obtain water for construction purposes.

PS 11 SURVEY CONTROL AND SETTING OUT OF THE WORKS

The Contractor must be solely responsible for the setting out of his work, and will be provided with the necessary bench marks and co-ordinated pegs on which to base the setting out.

All other control points and benchmarks required for construction or computation of quantities must be set out by the Contractor in consultation with the Engineer. Points set out must be clearly marked and the position and all other relevant data placed on a site plan. A copy of the plan must be handed to the Engineer immediately, for control purposes.

Any existing beacons disturbed or removed during the course of the Contract will be replaced at the Contractor's cost. Only a land surveyor or the Engineer's Surveyor who originally installed the beacons will be allowed to replace them.

PS 12 MANAGEMENT

PS 12.1 Management of the Works

PS 12.1.1 Applicable SANS Standards

The applicable standards are listed in clause PPS 2.

PS 12.1.2 Particular / Generic Specifications

Particular or generic specifications are included for all parts of the work.

PS 12.1.3 Planning and Programming

Within 14 days of the Commencement Date the Contractor must prepare and submit to the Engineer for approval a fully detailed programme showing:

- the sequence and duration of all activities required to undertake the scheduled work.
- the linkage between activities deemed to be on the critical path.
- critical dates for receipt of information and drawings.
- milestone date for Completion of different sections of the work.

Whenever the work deviates significantly from the proposed programme for whatever reason, the Contractor must, following a request from the Engineer, must prepare a new programme that shows how the work will be re-scheduled so as to achieve the original Completion Date.

The Contractor must take cognisance of the exploration work which has to be executed prior repairing or replacing of existing pipelines.

PS 12.1.4 Sequence of the Works

The sequence of work must be carried out strictly in accordance with the approved programme as detailed above.

PS 12.1.5 Methods and Procedures

Prior to the commencement of any work on the Site the Contractor must submit method statements for each separate construction activity that he is required to undertake. The method statements must be submitted to the Engineer for approval at least 10 days prior to the scheduled start of the activity. The method statements must set out the technical procedures to be followed in carrying out the activity and must include details of compliance with both Occupational Health and Safety and Environmental aspects.

The Contractor must ensure that his staff and workers are properly trained in the safe and effective use of any equipment, plant or materials necessary to undertake the work.

PS 12.1.6 Quality Control

The Contractor must provide whatever samples of materials are required for approval prior to commencement, together with the applicable test results to prove compliance with the relevant specification. He must undertake all necessary tests that are stipulated in terms of the applicable specification to ensure that his workmanship meets the required standard.

PS 12.1.7 Environment

The Contractor must ensure that he is fully aware of the requirements of the CEMP and that he understands his responsibilities regarding both his management of the project and the actual construction activities on Site.

PS 12.1.8 Accommodation of Traffic

The Contractor is responsible for the safety of all vehicular and pedestrian traffic affected by his work and must provide all the necessary warning signs, barricading and lighting as necessary, fully in compliance with the requirements of the SADC Road Traffic Signs Manual and with the approval of the Traffic Department.

PS 12.1.9 Other Contractors

The Contractor has sole possession of the site and does not have to deal with other contractors.

PS 12.1.10 Testing, Completion, Commissioning

Each aspect of the work included in the Contract must be fully tested in accordance with the requirements of the relevant standard specification, as amended by the Specification Data as applicable, prior to completion of the works as a whole. All outstanding work must be completed and substandard work must be corrected prior to completion taking place.

PS 12.1.11 Recording of weather

The Contractor is required to keep a detailed record of daily weather conditions on the Site. The information must include rainfall, wind speed and direction, cloud cover and temperature. The format and extent of detail required must be agreed with the Engineer prior to commencement. (Refer to clause PS 12.1.17) below). A summary of inclement weather shall be recorded in the minutes of site meetings.

PS 12.1.12 Format of Communications

All communication of whatever nature is through the Engineer. Only under circumstances that relate to health and safety can the Contractor act on instructions issued by any other party. These instructions must then be immediately communicated to the Engineer with a request for confirmation of the instruction.

The Contractor is required to provide a suitable triplicate book which is used for communication between the Engineer or his representative and the Contractor. The book may be used for the issue of site instructions, the request for information or inspections, or merely to record aspects of contractual importance.

PS 12.1.13 Key Personnel

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall submit to the Employer's Agent detailed CV's of his key personnel together with their relevant contact details. Should the key personnel not be the same as those included in the tender submission, then the Contractor shall be required to provide personnel with equivalent or better qualifications and experience.

The Contractor keeps a site representative competent to administer and control the works continuously in the Working Areas during the execution of the works. The Contractor informs the Engineer of the name of the site representative, and any instruction given to the site representative by the Engineer is deemed to be given to the Contractor.

PS 12.1.14 Management Meetings

The Contractor is required to attend a monthly site meeting during which all aspects relating to the progress, scope, expenditure, OHS, environmental and general administration of the Contract is discussed. The Contractor must ensure that his representative at the meeting has the necessary understanding and authority to make decisions regarding these issues.

In addition, technical meetings are held on monthly, during which time aspects of a more technical nature relating to the actual construction process and quality of the work are addressed.

PS 12.1.15 Forms for Contract administration

The Contractor will keep all records as stated below as well as the following:

- EPWP forms to be submitted together with all Payment Certificates.
- Report on progress and labour at site meetings.

PS 12.1.16 Payments

All payments to the Contractor are by means of direct electronic transfer and the Contractor must provide his banking details to the Engineer together with the initial payment claim.

PS 12.1.17 Daily Records

The Contractor is required to maintain a daily record of all construction activities taking place on Site which includes details of plant, personnel, and visitors as well as other events such as weather conditions or any circumstances that may have a bearing on the nature and progress of his operations.

The Contractor is required to provide a detailed report at each site meeting. The report must be in a format to be agreed with the Engineer and contain the following:

- Details of actual progress versus programme for each construction activity.
- A daily record of rainfall and other weather events that could affect the work.
- Details of any delays that have occurred due to weather or any other cause.
- A record of resources (people, plant and equipment) present on Site.
- Details of any accidents or lost time incidents that have occurred.
- A list of information required.

PS 12.1.18 Payment Certificates

Payment Certificates shall be drawn up in an agreed format based on the bills of quantities and any variation orders authorised. The date for submission of each payment claim shall be agreed with the Employer's Agent. The procedure for preparation of Payment Certificates shall be as follows:

- The actual quantity for each item shall be agreed with the Employer's Agent or his representative based on the cumulative total of the previous monthly quantity and the additional work carried out during the month.

- The Contractor shall draw up and submit his claim using the agreed quantities.
- The Employer's Agent shall check the claim and confirm the amount to be paid.
- The Contractor shall provide a VAT invoice to the Employer's Agent for the agreed amount.
- The Employer's Agent shall prepare the payment certificate and submit the claim, accompanied by the VAT invoice.

PS 12.1.19 Proof of Compliance with the Law

The Contractor is required to comply with all regulations and laws of whatever nature which are applicable to his operations throughout the duration of the Contract, and produce documentary evidence when requested for all aspects, including, but not limited to:

- Valid proof of registration with the Compensation Commissioner.
- Proof of registration for income tax and VAT.
- Compliance with the Occupational Health and Safety Act and Construction Regulations.

PS 12.2 Health and Safety

The Contractor must comply with all relevant aspects of the Occupational Health and Safety Act together with the Regulations referred to therein, as applicable to the scope of his activities.

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Hazard Identification and Risk Assessments, and preparation of a Health and Safety Plan. All necessary documentation must be prepared and submitted for comment and approval immediately after the Contract award.

Specific Health and Safety considerations applicable to this project are detailed in the Occupational Health and Safety Specification, attached to this document.

Method statements submitted for the Contractor's construction activities include details of compliance with Occupational Health and Safety, and must be submitted immediately after the Contract award and prior to commencement with any work on Site.

The Contractor must provide the necessary personal protective equipment and clothing to all staff as relevant for the type of work being carried out.

Whenever the Contractor's staff are subjected to hazardous substances, excessive dust or noise, he must arrange for pre and post-employment medical examinations on the affected employees.

No member of the Contractor's staff is allowed on Site while under the influence of alcohol or drugs. Any member of his staff who exhibit signs of alcohol or drug usage must be immediately removed from the premises.

The Contractor is responsible for the protection of the public in the areas in which he is working and must provide barricades and lighting as necessary to ensure their safety. He is also responsible for the safe control of traffic wherever his works impact on the existing roadways.

**BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER
IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT
RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT
ENVIRONMENTAL MANAGEMENT PLAN**

PEM ENVIRONMENTAL MANAGEMENT PLAN

PEM.1 PURPOSE

The purpose of the EMP is to encourage good management practices through planning and commitment with respect to environmental issues, and to provide rational and practical environmental guidelines to minimise disturbance of the natural environment.

PEM.2 RESPONSIBILITIES FOR ENVIRONMENTAL MANAGEMENT

The contractor will be responsible for environmental control on site during construction and the maintenance period. The construction activities will be monitored by an independent environmental specialist and audited against the EMP.

PEM.3 TRAINING AND INDUCTION OF EMPLOYEES

The contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.).

PEM.4 COMPLAINTS REGISTER AND ENVIRONMENTAL INCIDENT BOOK

Any complaints received by the project team from the community will be recorded. The complaint will be brought to the attention of the site manager.

All complaints received will be investigated and a response given to the complainant within 28 days.

All environmental incidents occurring on the site will also be recorded.

PEM.5 ENVIRONMENTAL SAFETY

The management of impacts associated with various categories of concern is discussed as separate topics, indicated below.

PEM.5.1 Soil

- (a) Topsoil should be temporarily stockpiled, separately from (clay) subsoil and rocky material, when areas are cleared. If mixed with clay sub-soil the usefulness of the topsoil for rehabilitation of the site will be lost.
- (b) Stockpiled topsoil should not be compacted and should be replaced as the final soil layer. No vehicles are allowed access onto the stockpiles after they have been placed.
- (c) Stockpiled soil should be protected by erosion-control berms if exposed for a period of greater than 14 days during the wet season. The need for such measures will be indicated in the site-specific report.
- (d) Topsoil stripped from different sites must be stockpiled separately and clearly identified as such. Topsoil obtained from sites with different soil types must not be mixed.
- (e) Topsoil stockpiles must not be contaminated with oil, diesel, petrol, waste or any other foreign matter, which may inhibit the later growth of vegetation and microorganisms in the soil.
- (f) Soil must not be stockpiled on drainage lines or near watercourses without prior consent from the Project Manager.

- (g) Soil should be exposed for the minimum time possible once cleared of invasive vegetation, that is the timing of clearing and grubbing should be Co-ordinated as much as possible to avoid prolonged exposure of soils to wind and water erosion. Stockpiled topsoil must be either vegetated with indigenous grasses or covered with a suitable fabric to prevent erosion and invasion by weeds.
- (h) Limited vehicular access is allowed across rocky outcrops and ridges.
- (i) All cut and fill surfaces need to be stabilized with appropriate material or measures when major civil works are complete.
- (j) Erosion and donga crossings must be dealt with as river crossings. Appropriate soil erosion and control procedures must be applied to all embankments that are disturbed and de-stabilized.
- (k) All equipment must be inspected regularly for oil or fuel leaks before it is operated. Leakages must be repaired on mobile equipment or containment trays placed underneath immobile equipment until such leakage has been repaired.
- (l) Soil contaminated with oil must be appropriately treated and disposed of at a permitted landfill site or the soil can be regenerated using bio-remediation methods.
- (m) Runoff must be reduced by channeling water into existing surface drainage system.

PEM.5.2 Water

- (a) Adequate sedimentation control measures must be instituted at any river crossings when excavations or disturbance of a riverbanks or riverbeds takes place.
- (b) Adequate sedimentation control measures must be implemented where excavations or disturbance of drainage lines of a wetland may take place.
- (c) All fuel, chemical, oil, etc. spills must be confined to areas where the drainage of water can be controlled. Use appropriate structures and methods to confine spillages such as the construction of berms and pans, or through the application of surface treatments that neutralise the toxic effects prior to the entry into a watercourse.
- (d) Oil absorbent fibres must be used to contain oil spilt in water.
- (e) During construction through a wetland, the majority of the flow of the wetland should be allowed to pass downstream.
- (f) Vehicular traffic across wetland areas must be avoided.
- (g) No dumping of foreign material in streams, rivers and/or wetland areas is allowed.
- (h) The wetland area and/or river must not be drained, filled or altered in any way including alteration of a bed and/or, banks, without prior consent from the DWAF. The necessary licenses must be obtained in terms of Section 21 and 22 of the National Water Act, 36 of 1998 from DWAF.
- (i) No fires or open flames are allowed in the vicinity of the wetland, especially during the dry season.
- (j) No swimming, washing (including vehicles and equipment), fishing or related activity is permitted in a wetland or river without written permission from the Project Manager.
- (k) Disturbances to nesting, breeding and roaming sites of animals in or adjacent to wetland areas must be minimized.

PEM.5.3 Air

- (a) Speed limits must be implemented in all areas, including public roads and private property to limit the levels of dust pollution.

- (b) Dust must be suppressed on access roads and construction sites during dry periods by the regular application of water or a biodegradable soil stabilisation agent. Water used for this purpose must be used in quantities that must not result in the generation of run-off.
- (c) The site-specific investigation will quantify the impact of dust on nearby wetlands, rivers and dams in terms of sedimentation. Mitigation measures identified during the site specific study must be implemented.
- (d) The Contractor must notify the Principal of all schools within 50m of the site of proposed activities. The Principal must in turn ensure that children with allergies and respiratory ailments take the necessary precautionary measures during the construction period. The Contractor must ensure that construction activities do not disturb school activities e.g. dust clouds may reduce visibility affecting sports activities.
- (e) Waste must be disposed of, as soon as possible at a municipal transfer station, skip or on a permitted landfill site. Waste must not be allowed to stand on site to decay, resulting in malodours.
- (f) Noise control measures must be implemented. All noise levels must be controlled at the source. All employees must be given the necessary ear protection gear. IAP's must be informed of the excessive noise factors.
- (g) The Contractor must inform all adjacent landowners of any after-hour construction activities and any other activity that could cause a nuisance e.g. the application of chemicals to the work surface. Normal working hours must be clearly indicated to adjacent land owners.
- (h) No loud music is allowed on site and in construction camps.
- (i) No fires are allowed if smoke from such fires will cause a nuisance to IAP's.

PEM.5.4 Social and Cultural

- (a) Access by non-construction people onto any construction sites must be restricted. The Contractors activities and movement of staff must be restricted to designated construction areas only.
- (b) The Contractors crew must be easily identifiable due to clothing, identification cards or other methods.
- (c) Rapid migration of job seekers could lead to squatting and social conflict with resident communities and increase in social pathologies if not properly addressed. The Contractor must ensure that signs indicating the availability of jobs are installed.
- (d) Criteria for selection and appointment (by the Contractor) of construction labour must be established to allow for preferential employment of local communities. The Local Authority must be actively involved in the process of appointing temporary labourers.
- (e) Sub-Contractors and their employees must comply with all the requirements of this document and supporting documents e.g. the Contract document that applies to the Contractor. Absence of specific reference to the sub-contractor in any specification does not imply that the sub-contractor is not bound by this document.
- (f) No member of the construction workforce is allowed to wander around private property, except within the immediate surroundings of the site.
- (g) The Contractor must provide suitable sanitation facilities for site staff. Sanitation provided during the construction phase should be managed so that it does not cause environmental health problems. The use of the surrounding fields or grounds for toilet purposes is not permitted under any circumstance.
- (h) The Contractor must arrange for all his employees and those of his sub-contractors to be informed of the findings of the environmental report before the commencement of construction to ensure:
 - A basic understanding of the key environmental features of the work site and environments, and
 - Familiarity with the requirements of this document and the site specific report.

- (i) Supervisory staff of the Contractor or his sub-contractors must not direct any person to undertake any activities which would place such person in contravention of the specifications of this document endanger his/her life or cause him/her to damage the environment.
- (j) The demand for construction materials and supplies will have an effect on the local economy. This impact can be optimised by sourcing and purchasing materials locally and regionally wherever possible, insofar as the material complies with the design specification.
- (k) The Contractor must maintain a detailed complaints register. This must be forwarded, together with solutions, to the authorities when requested.

PEM.5.5 Aesthetics

(a) Scenic Quality

Damage to the natural environment must be minimized.

Trees and tall woody shrubs must be protected from damage to provide a natural visual shield. Excavated material must not be placed on such plants and movement across them must not be allowed, as far as practical.

The clearing of all sites must be kept to a minimum and surrounding vegetation must, as far as possible, be left intact as a natural shield.

No painting or marking of natural features must be allowed.

- (b) All above ground structures could be treated or painted to blend in with the natural environment.
- (c) Cut and fill areas, river and stream crossings and other soil stabilisation works must be constructed to blend in with the natural environment.
- (d) Natural outcrops, rocky ridges and other natural linear features, must not be bisected. Vegetation on such features must, as far as possible, not be cut unless absolutely necessary for construction.
- (e) Excavated material must be flattened (not compacted) or removed from site. No heaps of spoil material must be left on site once the Contractor has moved off site either temporarily or permanently.
- (f) Any complaints from interest groups regarding the appearance of the construction site must be recorded and addressed promptly by the Contractor.

PEM.5.6 Archaeology and Cultural Sites

- a) All finds of human remains must be reported to the nearest police station.
- b) Human remains from the graves of victims of conflict, or any burial ground or part thereof which contains such graves and any other graves that are deemed to be of cultural significance may not be destroyed, damaged, altered, exhumed or removed from their original positions without a permit from the South African Heritage and Resource Agency (SAHRA).
- c) Work in areas where artefacts are found must cease immediately.
- d) Under no circumstances must the Contractor, his/her employees, his/her sub-contractors or his/her sub-contractors' employees remove, destroy or interfere with archaeological artefacts. Any person who causes intentional damage to archaeological or historical sites and/or artefacts could be penalised or legally prosecuted in terms of the National Heritage Resources Act, 25 of 1999.
- e) A fence at least 2 m outside the extremities of the site must be erected to protect archaeological sites.
- f) All known and identified archaeological and historical sites must be left untouched.
- g) Work in the area can only be resumed once the site has been completely investigated. The Project

Manager will inform the Contractor when work can resume.

PEM.5.7 Flora

- a) All suitable and rare flora and seeds must be rescued and removed from the site. They must be suitably stored, for future use in rehabilitation.
- b) The felling and/or cutting of trees and clearing of bush must be minimised.
- c) Bush must only be cleared to provide essential access for construction purposes.
- d) The spread of alien vegetation must be minimized.
- e) Any incident of unauthorised removal of plant material, as well as accidental damage to priority plants, must be documented by the Contractor.
- f) Woody vegetative matter stripped during construction must either be spread randomly throughout the surrounding fields so as to provide biomass for other microorganisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated top soiled surface. No vegetative matter must be burnt or removed for firewood other than those removed during the grubbing and clearing phase. Such vegetation can be made available to the local inhabitants to be used as firewood.
- g) No tree outside the footprint of the Works area must be damaged.

PEM.5.8 Fauna

- a) No species of animal may be poached, snared, hunted, captured or willfully damaged or destroyed.
- b) Snakes and other reptiles that may be encountered on the construction site must not be killed unless the animal endangers the life of an employee.
- c) Anthills and/or termite nests that occur must not be disturbed unless it is unavoidable for construction purposes.
- d) Disturbances to nesting sites of birds must be minimized.
- e) The Contractor must ensure that the work site is kept clean and free from rubbish, which could attract pests.

PEM.5.9 Infrastructure

- a) The relevant authorities must be notified of any interruptions of services, especially the District Municipality, Local Municipality, National Road Agency, Spoornet, TELKOM and ESKOM. In addition, care must be taken to avoid damaging major and minor pipelines and other services.
- b) The integrity of property fences must be maintained.
- c) No telephone lines must be dropped during the construction operations, except where prior agreement by relevant parties is obtained. All crossings must be protected, raised or relocated as necessary.
- d) All complaints and/or problems related to impacts on man-made facilities and activities must be promptly addressed by the Contractor and documented.
- e) Storage Facilities
 - Proper storage facilities should be provided for the storage of oils, grease, fuels, chemicals and hazardous materials.
 - The Contractor must ensure that accidental spillage does not pollute soil and water resources.
 - Fuel stock reconciliation must be done on all underground tanks to ensure no loss of oil, which could pollute groundwater resources.

- Cement must be stored and mixed on an impermeable substratum.

f) Traffic Control

All reasonable precautions must be taken during construction to avoid severely interrupting the traffic flow on existing roads, especially during peak periods.

Before any work can start the Local Traffic Department must be consulted about measures to be taken regarding pedestrian and vehicular traffic control.

g) Access Roads

The Contractor and the affected landowner must collaborate on the planning and construction of new access routes and the repair or upgrading of existing routes.

Access to the site must be controlled such that only vehicles and persons directly associated with the work gains access to the site.

Temporary access roads must not be opened until required and must be restored to its former state as soon as the road is no longer needed.

h) Batching Plants

Concrete must be mixed only in an area demarcated for this purpose. All concrete spilled outside this area, must be promptly removed by the Contractor and taken to a permitted waste disposal site. After all concrete mixing has been completed, all waste concrete must be removed from the batching area and disposed of at an approved dumpsite. Storm water must not be allowed to flow through the batching area. Water laden with cement must be collected in a retention area for evaporation and not allowed to escape the batching area. Operators must wear suitable safety clothing.

- i) Chemical toilet facilities should be managed and serviced by a qualified company. No disposal or leakage of sewerage should occur on or near the site.

j) Blasting

Blasting must not endanger public or private property.

Noise mufflers and/or soft explosives must be used to minimize the impact on animals.

All the provisions of the Explosives Act, 26 of 1956 and the Minerals Act, 50 of 1991 must be complied with.

The Contractor must take measures to limit fly rock.

PEM.5.10 Safety

- Measures must be taken to prevent any interference that could result in flashover of power lines due to breaching of clearances or the collapse of power lines due to collisions by vehicles and equipment.
- Measures must be taken during thunderstorms to protect workers and equipment from lightning strikes.
- All tall structures must be properly earthed and protected against lightning strikes.
- The process of excavation and back filling must be carried out as a sequential process following one another as quickly as possible. Excavations must only remain open for a minimum period of time and during this time they must be clearly demarcated. If excavations place the public at risk these sites must be fenced.
- The residents directly affected by open trenches must be notified of the dangers. This will be done during the site-specific phase.

PEM.5.11 Waste

PEM 5.11.1 Solid Waste

- (a) Littering on site and the surrounding areas is prohibited.
- (b) Clearly marked litterbins must be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- (c) All bins must be cleaned of litter regularly.
- (d) All waste removed from site must be disposed at a municipal/permitted waste disposal site.
- (e) Excess concrete, building rubble or other material must be disposed of in areas designated specifically for this purpose and not indiscriminately over the construction site.
- (f) The entire works area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.
- (g) Contaminated soil must be treated and disposed of at a permitted waste disposal site, or be removed and the area rehabilitated immediately.
- (h) Waste must be recycled wherever possible.

PEM 5.11.2 Liquid Waste

- (a) The Contractor must maintain mobile toilets on site.
- (b) The Contractor must provide adequate and approved facilities for the storage and recycling of used oil and contaminated hydrocarbons. Such facilities must be designed and sited with the intention of preventing pollution of the surrounding area and environment.
- (c) All vehicles must be regularly serviced in designated area within the Contractors camp such that they do not drip oil.
- (d) All chemical spills must be contained and cleaned up by the supplier or professional pollution control personnel. Run-off from wash bays must be intercepted.

PEM 5.11.3 Hazardous Waste

- (a) No hazardous materials must be disposed of in the field or anyplace other than a registered landfill for hazardous material. Hazardous waste must be stored in containers with tight lids that must be sealed and must be disposed at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for.
- (b) The Contractor must maintain a hazardous material register.

PEM.5.12 Rehabilitation and Site clearance

- (a) When all major construction activities are completed, the site must be inspected to determine site-specific rehabilitation measures. This may be considered as unplanned work e.g. soil rehabilitation due to oil spills.
- (b) All temporary buildings and foundations, equipment, lumber, refuse, surplus materials, waste, construction rubble fencing and other materials foreign to the area must be removed.
- (c) If waste products cannot be recycled they must be disposed of at a permitted landfill site.

- (d) All drainage deficiencies including abandoned pit latrines and waste pits must be corrected.
- (e) Cut and fill areas must be restored and re-shaped.
- (f) The area must be restored to its natural vegetation condition using indigenous trees, shrubs and grasses as directed by a grassland and/or rehabilitation expert.
- (g) Borrow pits must be re-shaped into even slopes and surfaces to blend with the natural terrain and topsoil must be replaced.
- (h) The grass mix, shrubs and trees used for rehabilitation must be compatible with the species identified in the site-specific investigation.
- (i) Areas compacted by vehicles during construction must be scarified to allow penetration of plant roots and the regrowth of natural vegetation.

PEM.6 MEASUREMENTS AND PAYMENT

No additional payment will be made to the Contractor to comply with the above actions as it will be deemed to be included in the rates tendered.

**BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER IRRIGATION
SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY AT RAYMOND
MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT**

PARTICULAR SPECIFICATIONS – MICRO-SPRINKLER IRRIGATION

The Department of Rural Development and Agrarian Reform, (DRDAR, hereinafter “The Department”) OR District, requires a service provider for the design and installation of micro sprinkler irrigation system, Pump, pump house, pipeline and complete electrical connection at Fort Cox college in Raymond Mhlambe LM, on a “Turnkey” basis.

1. EMPLOYERS OBJECTIVES

It is the employer’s objective to employ a service provider to design, supply and installation of micro-sprinkler Irrigation system for citrus development which includes pump set-up, irrigation equipment as a “Turnkey” service.

The Fort Cox College of Agriculture and Forestry intends to develop 30ha Irrigation for citrus production. The objective for the employer is to design and develop Fort Cox college, Solidset Irrigation. Spacing of Solidset Sprinkler Irrigation should be 12m in between rows and 12m between sprinklers.

2. CONTRACT PERIOD

The service provider must adhere to the following time frames:

- Completion of final design for submission to DRDAR for approval: 4 Weeks.
- Order and delivery of material to site: 4 Weeks.
- Installation, commissioning and testing of irrigation equipment and systems: 5 Months.

4. PROJECT STANDARDS

4.1 Design Standards:

- Norms for the design of irrigation systems, South African Irrigation Institute, 25 May 2017.
- Peak net-irrigation requirement = 7.5 mm/day

4.2 Installation:

- Constructions standards: SANS 1200
- Adherence to Occupation Health and Safety Act no. 85 of 1983 and regulations.

4.3 Materials:

- Where applicable materials must comply with the SANS standards.

3. EXTENT OF THE WORK

4.

5.1 Survey and design of irrigation system, comprising of:

- Lockable pump house
- Pump
- Electrical motors
- Switch gear (overload, underload and phase loss protection)
- Variable speed drive systems
- Electrical connection and supply
- Control valves
- Water meters
- Main and sub-main pipelines
- Micro-sprinkler Irrigation System

5.2 The supply and delivery of all materials to site.

5.3 Installation, testing and commissioning of irrigation system.

5.4 As built drawings.

6. SURVEY

A survey is available which was done by the Department. The designer is though responsible to confirm the trueness of the survey, and take full responsibility, should he choose to make use of the departmental survey. A CSV file can be made available by the client.

The map that will be used for the detailed design of the system should be drawn at an appropriate scale and contour interval, and it should be based on accurate data so that the irrigation system is designed correctly and all the design details can be legibly displayed.

6.1 Recommended contour intervals and scales of maps

The following scale and contour interval combinations are generally used:

Irrigation systems	Contour interval	Smallest scale
Micro-Sprinkler Irrigation	1-2m	1 : 2000

7. DESIGN CRITERIA FOR IRRIGATION SYSTEM

Final design must be approved by DRDAR, prior to ordering of material and equipment.

7.1 System Efficiency

- Permanent Irrigation: Minimum 80%

7.2 Irrigation application

- NIR: 7.5mm/day

7.3 Pipe friction in main- and sub main lines

The designer must take into account the possible effect of water quality on pipes as well as the deterioration of pipes with age during the pipe's life time. The following values for allowable pipe friction in mainlines are accepted as norms:

The following applies for pipelines with a diameter of 200 mm or smaller:

- Rising pipeline: Maximum friction loss = 1% (m/100m pipe length)

If the above figures are exceeded, then the designer must show that the chosen pipe diameter's total cost (capital and annual running cost) have been optimized and is the best of the available options.

For pipes with larger diameters, a full life cycle cost analysis (capital and annual running cost) is recommended to find the most economical pipe sizes.

For all pipes, and especially in the case of diameters larger than 200 mm, the effect of water hammer is critical and must be investigated and optimized. An adequate number of air valves must be included in the design.

7.4 Design pump capacity (safety factor for wear and tear)

These values are added to the calculated system capacity and are used to determine the duty point (pressure and flow) when selecting a pump. The present norms are accepted:

- Discharge 10%
- Pressure head 5%
- Pumping flow rate should be matched with the current available power supply on site which should not exceed 30Kw
- Water meter must be supplied and installed together with the pumping system.

7.5 Allowable velocity in the suction pipe

The standard for the maximum velocity in a suction pipe is 1.5 m/s, but the ideal velocity is between 0.75 m/s and 1 m/s. Turbulence will take place if the velocity is too high, which will ultimately cause cavitation in the system.

7.6 Pump efficiency

Although a fixed minimum value for efficiency of a pump cannot be given, the designer must always strive to choose the most efficient pump for the system.

It is recommended that a pump is selected for which the manufacturer can supply a test certificate, tested according to ISO 1940-1 Class 1 by the manufacturer.

Centrifugal pump, housed in a secure pump house is required for this tender.

It is furthermore recommended that the pump specified by the designer should meet the requirements of ISO 9906 Class A, which means that it should perform in practice within $\pm 5\%$ of the published pump curve (applicable to both centrifugal end-suction and borehole pumps).

7.7 Maximum motor power output

- The correct selection of an electric motor will ensure that the motor is never overloaded. It is therefore necessary to either select a motor with a power rating that is large enough for the selected pump and impeller, or to make provision against overload by means of protection devices. Table 9 (Norms for the design of irrigation systems, South African Irrigation Institute, March 2014) indicates norms for minimum power rating of an electric motor for specific output power if the motor is selected according to the normal duty point (output power required).

7.8 Electrical supply and connection

- The designer/supplier must make use of the existing power supply at the current pump station and make provision for the Micro Irrigation supply from the transformer. The maximum allowable cable length between the motor and the VSD/Starter as recommended by the VSD/Starter manufacturer should be adhered to.
- The earthing of the VSD and motor must be in accordance to the requirements of the VSD manufacturer.

7.9 Sprinkler Irrigation System

Distribution Uniformity

The following minimum emitter uniformity (EU) Values are proposed

- Level terrain where slope < 2%: EU = 95%
- Undulating terrain or slopes > 2%: EU = 90%
- CU \geq 70% for tree crops
- Level terrain where slope
- Preference should be given to low pressure emitters.
- All main pipelines must be PVC, and laid with a minimum cover of 900mm.
- 6.5mm/day application package.
- CU > 85% for vegetable crops
- CU > 70% for tree crops
- All lateral pipes must be MPVC/ HDPE pipes and laid with minimum cover of 600mm.

7.10 Pump House

- Minimum size: 3m x 3m with 100mm reinforced concrete slab roof
- Painted, Brick & Mortar
- 200mm 25 MPA concrete slab for pump mounting
- Effectively ventilated with windows and burglar bars on each end
- Heavy duty steel roller door for the opening of 2100 x 2300mm

8. TESTING AND COMMISSIONING

- All main pipe line shall be tested in accordance with SANS 2001:DP2.
- The system shall be tested, pressure valves set, and commissioned in full.
- The operator shall be trained in the operation of the system.

9. WORKING RELATIONSHIP WITH CLIENT

9.1 CLIENT-SERVICE PROVIDER RELATIONSHIP

The Service Provider shall ensure that work undertaken complies with the scope of work described in the bid document.

The client reserves the right to stop the work if the above is not adhered to.

DRDAR may schedule meetings with the Service Provider to review the progress of the project, obstacles, challenges and a way forward.

SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract to the extent specified below, and shall take precedence and shall govern. **The following Special Conditions of Contract will apply.**

SECTION	SUBJECT
4. Standards	4.1 The material standards shall confirm to the Scope of Works (Project Particular Specifications)
7. Performance Security	7.1 No Performance Security is Required
9. Packing	9.2 <i>All packing material shall clearly indicate the contents of the materials inside the packing.</i>
10. Delivery of works/services	<p>10.1 <i>The Bidder will deliver the Services as requested to the Department as specified in the Scope of works (Project Particular Specifications) at the identified sites. A detail delivery note that include the full list of all the materials that are delivered shall be supplied by the service provider.</i></p> <p>10.2 <i>The Bidder will make delivery arrangements with the project leader for inspection of material to confirm compliance and verify the material and counting material.</i></p> <p>10.3 <i>The material will be sorted to the different items and stacked for easy counting.</i></p> <p>10.4 <i>The Bidder will complete the full project within the time frame stated after order received. (Maximum of 5 months (150 days) allowed to complete)</i></p>
11. Insurance	11.1 <i>Insurance shall cover all the materials and goods for the full period until such time as that the works are completed and commissioning has been done.</i>
12. Transportation	12.1 <i>Delivery of materials to the different sites shall include full costs for the all-inclusive delivery of the materials and goods, the off-loading thereof and proper stacking for counting purposes.</i>
13. Incidental Services	13.1 <i>The Bidder is required to provide all services for the off-loading and proper packing/stacking of the materials at the sites.</i>
14. Spare parts	14.1 No spare parts are required from the supplier.
15. Warranty	<p>15.1 The warranty on all electrical equipment and pump equipment shall be for a minimum period of twelve months and shall commence from the date that the delivery note has been signed.</p> <p>15.2 The supplier shall repair or replace all goods under warranty within a period of four (4) weeks after receiving such notice from the purchaser.</p>
16. Payment	<p>16.1 Part Payment will be made available after portions of the materials delivered to site, inspected and approved by the Engineer's Representative in line with the Bill of Quantities and verified according to specifications.</p> <p>16.2 Payment will be made within a period of 30 days after the receipt of the invoice.</p>
17. Prices	17.1 Prices charged by the supplier for services performed under the contract shall not vary from the prices quoted by the supplier in his bid.

<p>21. Delays in the Bidders performance</p>	<p>21.1 Delivery of the services and performance of services shall be made by the Bidder in accordance with the time schedule prescribed in the Bid Rules and Special Conditions of Contract (SCC) clause 10.4 in the contract.</p> <p>21.2 If at any time during performance of the contract, the Bidder or its supplier should encounter conditions impeding timely delivery of the performance of services, the Bidder shall promptly notify the Department in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Department shall evaluate the situation and may at his discretion extend the Bidder's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 Except as provided under GCC Clause 25, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p>
<p>22. Penalties</p>	<p>22.1 Subject to GCC Clause 25, if the Bidder fails to deliver any or all to perform the services within the period(s) specified in the contract, the Department shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed unperformed services using the current prime interest rate calculated for each day of delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 26.</p>
<p>23. Termination for default.</p>	<p>23.1 The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>(a) if the bidder/supplier fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the Department pursuant to GCC Clause 21.2;</p> <p>(b) if the bidder/supplier fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the bidder/supplier, in the judgment of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p>
<p>25. Force Majeure</p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Bidder/supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the bidder/supplier shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the bidder/supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
<p>26. Termination for insolvency.</p>	<p>26.1 The Department may at any time terminate the contract by giving written notice to the bidder/supplier if the bidder/supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder/supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.</p>
<p>27. Settlement of Disputes</p>	<p>27.1 The parties may at any time, without prejudice to any other proceedings, agree to settle any claim or any dispute amicable with the help of an impartial third party. Amicable settlement may include any settlement technique as agreed to by the parties.</p>

	27.2 Amicable settlement shall become final and binding on the parties only to the extent that it is correctly recorded as being agreed to by the parties.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African Laws.
GENERAL ITEMS	<ol style="list-style-type: none"> 1. The bid forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in a separate questionnaire or in a separate annexure. 2. The Preference Claim and other relevant forms, attached, shall be completed, signed and submitted with the bid. Documentary proof as substantiation of preferences claimed and to the satisfaction of the Department, should be handed in with the bid. 3. Where items are specified in detail, the specifications form an integral part of the bid document and bidders shall indicate in the space provided whether the items offered are to specification or not. Failure to complete, will automatically disqualify the Bid for any further consideration. 4. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified". 5. In cases where the items are not to specification, the deviations from the specifications shall be indicated. 6. The bid prices shall be given in the units shown. 7. All prices shall be quoted in South African currency. 8. Delivery basis: <ol style="list-style-type: none"> (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of bidding, shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station if the goods are required elsewhere. (b) Notwithstanding the provisions of paragraph 8(a), bid prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivered on site as specified. 9. No bids transmitted by telegram, telex, facsimile or similar apparatus shall be considered. 10. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the BID. 11. Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions of bidding. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of bidding, when called upon to do so, may invalidate the bid. 12. The bid forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made for any item but only on a photocopy of the page in question or on other forms obtainable from the relevant Institution. Additional offers made in any other manner may be disregarded.

	<p>13. Black ink shall be used to fill in bids. No unauthorized alteration shall be made to the document. Mistakes made by the Bidders in the completion of the pricing schedule, forms, etc. shall not be erased nor erasing fluid used. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidders. Bid may also be rejected if they show any additional items not originally included in the Bid documents, conditional or incomplete offers, irregularities of any kind in either the Bid form or the priced schedule, or if the rates and amounts quoted in the schedule are obviously unbalanced and the Bidders, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven days of having received notification to that effect.</p> <p>14. The Bidder shall satisfy himself that the documents received are correct, complete and sufficient to be the basis of a <i>bona fide</i> Bid. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Should a Bidder not accept that the documents issued can form the basis of a <i>bona fide</i> Bid the SCM Unit shall be requested to correct the discrepancy, ambiguity, missing or illegible information prior to the submission of Bid. The submission of a <i>bona fide</i> Bid shall absolve the Employer from any liability whatsoever for any error in a Bid due to the foregoing.</p> <p>15. The relevant consultant/contractor agrees that should any dispute arise from the contract, the matter shall be submitted to the relevant Bid Adjudication Committee for a ruling and such ruling shall be final.</p> <p>16. In the event that the bidder is not the actual manufacturer and will be sourcing the product(s) from another company, an unconditional letter (or certificate: confirmation of supply arrangements between the bidder and his/her supplier) from the company(ies)/supplier(s) confirming supply arrangement(s) in this regard, has to accompany the bid at the closing date and time of bid. The said company/supplier must confirm that it has familiarized itself with the item description, specifications and bid conditions and if the bid consist of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued. It must be indicated in the above-mentioned letter that all financial arrangements with regard to payment between the prospective bidder and manufacturer/company/supplier issuing such a letter has been finalized and terms and conditions mutually agreed upon. Non-compliance with the above-mentioned special conditions would automatically invalidate the bid for such products offered.</p> <p>17. The Bid must be signed by one duly authorized to do so. In the case of a Bid being submitted on behalf of a Company, Close Corporation, Partnership or Joint Venture, such Bid shall be accompanied by a certified copy of a resolution of the Board of Directors of such Company, Close Corporation or other suitable authority in the case of a Partnership or Joint Venture, in terms of which the nominee is authorised to sign on behalf of the business entity.</p> <p>The joint venture documentation is also to clearly state that all its parties will remain severally and jointly bound for the duration of the defects liability period, as well as setting out how matters will be</p>
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>dealt with that may arise as latent defects once the joint venture has dissolved.</p> <p>If due to any unforeseen reasons the joint venture dissolves during the defects liability period, the agreement must clearly state how the liability will be dealt with in terms of honoring all the responsibilities it may still have with regards to the due performance of all contractual issues that could arise.</p> <p>18. These conditions form part of the bid/ price quotation and failure to comply therewith may invalidate a bid/ price quotation.</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PART C4 – SITE INFORMATION

**EASTERN CAPE GOVERNMENT
DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM**

**BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER
IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND
FORESTRY AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE
DISTRICT**

C4 Site Information

ITEM	DESCRIPTION
Site Location	Cwaru Village, is ±5km from R63 on route to Alice
GPS co ordinates	Cwaru Village co-ordinates – 32° 46' 49.86" S and 27° 01' 10.95"E
General geography	Rough terrain
Road conditions	Tarred road and fair gravel road
Site extent	30ha
Site clearance required	Yes
Site soil properties	Sandy/loam
Site vegetation	Bushes
Site fenced	Yes
Site access	Fort Cox College employees / Employees of DRDAR / Animals
Services available	Old dragline sprinkler irrigation.
Accommodation	Provide own
Labour	Negotiate local labour with the community
Storage of materials	To be provided by the college
Security	Provide own
Construction difficulty	Medium difficulty
Plant required	TLB for pipe trenches
Equipment / tools required for	Contractor to identify specific tools for various tasks
Transport required	For all materials For all plant, equipment and tools For contractor's personnel
Testing of works	None
Commissioning of works	None

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

**BID FOR THE DESIGN, DELIVERY AND INSTALLATION OF A MICRO SPRINKLER
IRRIGATION SYSTEM IN THE FORT COX COLLEGE OF AGRICULTURE AND FORESTRY
AT RAYMOND MHLAMBE LOCAL MUNICIPALITY OF THE AMATHOLE DISTRICT**

DRAWINGS

SCHEDULE OF CONTRACT DRAWINGS

The following form part of this contract:

DRAWING NO.	DESCRIPTION
Plan 1 of 1	Google Location Map

