

MPUMALANGA PROVINCIAL GOVERNMENT



**DEPARTMENT OF AGRICULTURE, RURAL
DEVELOPMENT, LAND AND ENVIRONMENTAL
AFFAIRS**

BID NUMBER: ALA/534/21/MP

**APPOINTMENT OF A PANEL OF
CONTRACTORS FOR CONSTRUCTION OF
IRRIGATION SYSTEMS FOR A PERIOD OF 36
MONTHS IN THE MPUMALANGA PROVINCE**

ISSUED BY:

Department of Agriculture, Rural Development, Land and environmental Affairs
Private Bag X11219
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....

(Also in words):

.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS

BID NUMBER:	ALA/534/21/MP	CLOSING DATE:	10 DECEMBER 2021	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION SYSTEMS FOR A PERIOD OF 36 MONTHS IN THE MPUMALANGA PROVINCE				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT
(STREET ADDRESS)

MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, **PIET RETIEF**, No. 11 Measroch Street, Piet Retief Office, **KWAMHLANGA**, KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre **EVANDER**, 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, **BUSHBUCKRIDGE**, Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), **MIDDELBURG**, Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, **MALELANE**, 24 Air Street, Malelane, **ELUKWATINI**, Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.

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			
TCS PIN:		OR	CSD No:
☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
☐ A REGISTERED AUDITOR		NAME:	

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
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SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	AGRICULTURE	CONTACT PERSON	Ms MM Nyathi
CONTACT PERSON	Ms Z Masia or Ms NP Makhanya	TELEPHONE NUMBER	013 759 4000
TELEPHONE NUMBER	013 766 6323 or 013 766 6459	FACSIMILE NUMBER	
CELL. NUMBER		E-MAIL ADDRESS	
FACSIMILE NUMBER			
E-MAIL ADDRESS			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
1.6. OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID	
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS

BID DOCUMENT

APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION SYSTEMS FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE.

NAME OF BIDDER : _____
TEL NUMBER : _____
CELL NUMBER : _____
FAX NUMBER : _____

PREPARED FOR:	PREPARED BY:
HEAD OF DEPARTMENT MPUMALANGA DEPT. OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS PRIVATE BAG X11219 NELSPRUIT 1200	ENGINEERING SERVICES MPUMALANGA DEPT. OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS PRIVATE BAG X11219 NELSPRUIT 1200

CLOSING DATE: AS PER BID BULLETIN

APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION SYSTEMS FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE

TENDERER'S DETAILS

NAME OF TENDERER

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

PHYSICAL ADDRESS

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

POSTAL ADDRESS

.....
.....

CONTACT PERSON

(NAME)

.....

(SURNAME)

.....

(PHONE No)

.....

(CELL No)

.....

(FAX No)

.....

(E-MAIL)

.....

Please indicate your CIDB grading for the rendering of the service.

1SH	2SH	3SH	4SH	5SH	6SH	7SH	8SH	9SH
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MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS

APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION SYSTEMS FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE

Contents

<u>Number</u>	<u>Heading</u>
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The Bid

Part T1: Bidding procedures

T1.1	Notice and Invitation to submit Expression of Interest
T1.2	Bid Data
T1.3	Standard Conditions of Bid
T1.4	Standard Conditions for the Calling for Expression of Interest

Part T2: Returnable schedules

T2.1	List of Returnable Documents
T2.2	Returnable Schedules to be completed by Bidder

The Contract

Part C1: Agreement and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Form of Guarantee
C1.4	Agreement with Adjudicator
C1.5	Agreement in Terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993

Part C2: Pricing data

C2.1	Pricing Instructions
C2.2	Bill of Quantities
C2.3	Payment Data

Part C3: Scope of Work

C3.1	Standard Specifications
C3.2	Project Specifications
C3.3	Particular Specifications

Part C4: Site information

C4	Site Information
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PART T1: BIDDING PROCEDURES

TABLE OF CONTENTS		Page	Colour
T1.1:	NOTICE AND INVITATION TO SUBMIT BID	T.6	White
T1.2:	BID DATA	T.8	Pink
T1.3:	ANNEXURE F: STANDARD CONDITIONS OF BID	T.17	Pink
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T1.1: NOTICE AND INVITATION TO SUBMIT BID

T1.1: NOTICE AND INVITATION TO SUBMIT BID



MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS

APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION SYSTEMS FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE

T1.1 NOTICE AND INVITATION TO BID

The Mpumalanga Department of Agriculture, Rural Development, Land and Environmental Affairs invites bids for the: **APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION SYSTEMS FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE.**

Irrigation contractors are hereby invited to submit a proposal for the bid to render irrigation services to the Mpumalanga Department of Agriculture, Rural Development, Land and Environmental Affairs. Bidders should have a CIDB contractor grading of 1SH or higher.

BID documents will be obtainable from the following supply chain management offices **Mbombela Riverside Government Complex, Malelane 24 Air Street, Siyabuswa Old Parliament Building, Middleburg Department of Public Works, KwaMhlanga Government Complex Department of Finance, Piet Retief no. 11 Mearsorch Street, Evander 10 Cornell Road, Elukwatini Sub-Regional Offices and Bushbuckridge Advice Centre, Department of Finance**, on payment of a non-refundable levy of **R100.00** or can be downloaded at <http://www.etenders.gov.za/content/advertised-tenders>. Only bank guaranteed cheques or cash will be accepted and document can be collected between 7:45 and 16:00 Cheques shall be made payable to Mpumalanga Provincial Government.

The closing date for receipt of bids is: As per tender bulletin

Duly completed BIDs enclosed in a sealed envelope marked **“APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION SYSTEMS FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE”** with the name of the Bidder, shall be deposited in the clearly marked BID boxes provided **at the following** Supply Chain Offices: Mbombela, Malelane, Bushbuckridge, KwaMhlanga, Middleburg, Piet Retief and Evander. **The BIDs will be opened in public.**

Telegraphic, telephonic, telex, facsimile, e-mail and late bids **WILL NOT** be accepted.

Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it will not be accepted for consideration.

All documentation submitted in response to this bid must be in English, unless otherwise indicated under technical specification.

Employer: HEAD OF DEPARTMENT AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS PRIVATE BAG X11219 NELSPRUIT 1200	Engineer: GOMO T (Pr. Eng.) AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS PRIVATE BAG X11219 NELSPRUIT 1200 Cell: 071 141 4871 Email: gomolt@gmail.com
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T1.2. BID DATA

The Conditions of Bid in the Standard Conditions of Bid as contained in Annex F of CIDB Standard Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Bidders in this Bid in the section T1.3 of the Bid Data.

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

F.1.1 The Employer for this Contract is: **Mpumalanga Department of Agriculture, Rural Development, Land and Environmental Affairs**

F.1.2 Bid Documents

The Bid Document consists of the following:

BID

T1: Bidding Procedures

- T1.1: Notice and Invitation to submit Expression of Interest
- T1.2: Bid Data
- T1.3: Standard Conditions of Bid
- T1.4: Standard Conditions for the calling of Expressions of interest

T2: Returnable Documents

- T2.1: List of Returnable Documents
- T2.2: Returnable schedules

CONTRACT

Part 1: Agreements and Contract Data

- C1.1: Form of Offer and Acceptance
- C1.2: Contract Data
- C1.3: Form of Guarantee
- C1.4: Agreement with Adjudicator
- C1.5: Agreement in terms of Section 37(2) of the Occupational Health and Safety Act (No 85, 1993)

Part 2: Pricing Data

- C2.1: Pricing Instructions
- C2.2: Bill of Quantities

Part 3: Scope of Work

- C3.1: Standard Specifications
- C3.2: Project Specifications
- C3.3: Particular Specifications

Part 4: Site Information

- C4.1: Locality Plan
- C4.2: Construction Notice Board

DRAWINGS

Drawings will be issued during the stage with the request to give quotations for a specific project.

The Bid Document shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Bid Notice, upon payment of the deposit stated in the Bid Notice.

F.1.4 The Employer's agent is:

Name : The employer's agent will be determined and communicated during the quotation
Stage or allocation of specific project. For the sake of the contract, all technical
communication shall be directed to **Mr. Gomo T, Pr. Eng.** or **Mr Chinyangana M,
Pr. Eng.** on the following contact details

Address : Government Complex Riverside
1st Floor Building 6
Nelspruit
1200

E-Mail: gomolt@gmail.com and chinyanganam@gmail.com

Mobile: 072 141 4871 073 734 5695

F.1.5 The Employer's right to accept or reject any Bid Offer

The Employer may accept or reject any variation, deviation, Bid Offer, or alternative Offer, and may cancel the Bid process and reject all Bid Offers at any time before the formation of a Contract. The Employer shall not accept or incur any liability to a Bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so. The Employer will reserve the right to appoint more than one (1) bidder.

F.2.1 Eligibility

A Bidder will not be eligible to submit a Bid if:

- (a) The Contractor submitting the Bid is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) The Bidder does not have the legal capacity to enter into the Contract;
- (c) The Contractor submitting the Bid is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Bidder does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The Bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the Contract;
- (f) The Bidder cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the Contract.
- (g) Only those Bidders who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for Labour Intensive Competencies for supervisory and management staff are eligible to submit Bids.
- (h) Only those Tenderers who are registered with the CIDB as defined in the Regulations (9 June 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the Sum tendered for 1SH or higher class of construction work, are eligible to submit Tenders.
- (i) The Contractor submitting the Bid is not registered on the Employer's Supplier Database.
- (j) Joint Ventures are eligible to submit Tenders provided that:
 - 1. every member of the Joint Venture is registered with the CIDB;
 - 2. the lead partner has a Contractor grading designation in the 1SH or higher class of construction work; and
 - 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the Sum Tendered for a 1SH or higher class of construction work.

F.2.7 Site visit and clarification meeting

The arrangements for the compulsory briefing and clarification meeting are as follows:

Location:

No compulsory briefing and clarification meeting will be held.

Date: **N/A**

Starting time: **N/A**

Enquiries may be directed to:

Mpumalanga Department of Agriculture, Rural Development, Land and Environmental Affairs

Name: T. Gomo, Pr. Eng./M. Chinyangana M, Pr. Eng.

Cell No: 072 141 4871/ 0737345695

E-Mail address: gomolt@gmail.com/chinyanganam@gmail.com

F.2.10 Pricing the Bid Offer

Service Providers will be evaluated on Price during the request for quotations for a specific project as and when required

(a) Value Added Tax

- The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by Legislation.
- The successful Bidder shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in Terms of Contract Offer have been agreed with the Employers agent and a Certificate of Payment issued.
- Payment of VAT to non-VAT vendors shall be processed from the month in which the Bidder's liability with the South African Revenue Services is effective.

F.2.11 Alterations to document

A Bid Offer shall not be considered if alterations have been made to the Forms of Bid data or Contract data (unless such alterations have been duly authenticated by the Bidder) or if any particulars required therein have not been completed in all respects.

F.2.12 Alternative Bid Offers

No alternative Offers will be considered.

F.2.13 Submitting a Bid Offer

F.2.13.3 Bid Offers shall be submitted as an original only.

Under no circumstances whatsoever may the Bid forms be retyped or redrafted.

Photocopies of the original Bid documentation may be used, but an original signature must appear on such photocopies.

F.2.13.5 The Employer's address for delivery of Bid Offers and identification details to be shown on such Bid Offer package are:

Location of BID box:

Physical address:

Identification details

As indicated in BID Notice

As indicated in BID Notice

BID for: APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION SYSTEMS AND RELATED SERVICES FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE

Closing Date: AS PER BID BULLETIN

F.2.15 Closing Time

The closing time for submission of Bid Offers is as stated in the Bid Notice and Invitation to Bid.

Telephonic, telegraphic, telex, facsimile, electronic or e-mailed Bids will not be accepted.

F.2.16 Bid Offer validity

The Bid Offer validity period is 90 days from the closing time for submission of Bids.

F.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 total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

Note: Sub-clause F.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, this may include negotiations for fair market related prices.

F.2.18 Provide other material

The Bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements

F.2.19 Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.20 BID EVALUATION CRITERIA

F.2.20.1 Qualifying Criteria using a Point System to be registered onto the Departmental Database

The valuation process comprises of the following phases:

Phase I: Initial Screening Process

During this phase, bid documents will be reviewed to determine compliance with the following:

- All SBD forms must be fully completed and signed,
- The Bill of Quantities (BoQ) must be fully completed and signed by the bidder.
- Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Company Profile, including previous contract work done, value of the work and contactable references per contract.
- Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a service provider satisfies CIDB Contractor grading designation requirements through Joint Venture formation, such service providers must submit the Certificates of Contractor Registration in respect of each partner.
- The Declaration Certificate for Local Production and Content (SBD 6.2) together with Annexure C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid;
- All bidders must adhere to their CIDB tender ranges. Failure to adhere will result in the bid being disallowed.
- All bidders must be registered on the Central Supplier Database (CSD) failure to do so will be automatically disqualified and the following key information is verified at this stage:
 - The Business registration status
 - Bid restrictions and defaulters status
 - Identification number and the service of the state status

Failure to submit or adhere to the above “Phase I” requirements will lead to automatic disqualification. Local production and content

The following items are part of the BoQ and are designated according to the Department of Trade and industry (DTI)

No	Designated items	Designated percentage
1	Pipes	100%
2	Valves	70%
3	Cement	100%

- A bidder who will score below the stipulated percentage must have an exemption letter from DTI that they are allowed to be further evaluated on functionality even if they have scored below the stipulated percentage. A bidder must calculate each item separately as per the Guidance Document for the Calculation for Local Content (attached)

F.2.20.2 Submission of Required Documents

Bidders will be disqualified if not meeting the following requirements:

Documents that must be submitted	Non-submission will result in disqualification	Requirement
Compulsory Enterprise Questionnaire	YES	Must be fully completed, signed by the authorized person/s in case of joint ventures and submitted with the bid by the closing date and time.
Declaration of Interest Form – SBD 4	YES	Must be fully completed, signed by the authorized person and submitted with the tender by the closing date and time
Preference Points Claim Form – SBD 6.1	NO	Non-claiming of points on this form will lead to zero (0) points even if a B-BBEE certificate or sworn affidavit is attached.
B-BBEE Certificate/ Sworn Affidavit	NO	Bidders should submit certified copies of valid B-BBEE status level verification certificates or original sworn affidavit together with their tenders to substantiate their B-BBEE rating claims.
Declaration certificate for Local production and content – SBD 6.2	YES	Must be fully completed, signed by the authorized person and submitted with the tender by the closing date and time. The declaration of stipulated minimum threshold(s) for local production and content for this bid will be declared during the quotation stage
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Must be fully completed, signed by the authorized person and submitted with the tender by the closing date and time
Certificate of Independent Bid Determination – SBD 9	YES	Must be fully completed, signed by the authorized person and submitted with the tender by the closing date and time
Certified copy of valid good standing with Workman Compensation Fund	NO	The successful tenderer will be required to comply with the requirements of Occupational Health and Safety Act, 85 of 1993.
Annexure C	YES	Must be fully completed, signed by the authorized person and submitted with the tender by the closing date and time
Joint Venture Agreement/ Power of Attorney in case of Joint Ventures	YES, if applicable	Must submit Joint Venture Agreement or Power of Attorney in case of Joint Ventures

Construction Industry Development Board (CIDB registration)	YES	Bidder must be registered and compliant with CIDB grading of 1SH or higher . In case of Joint Ventures a CIDB Joint Venture Grading Designation Calculator will be used to determine the required grading. Non-compliance will lead to disqualification.
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Evaluation Criteria

Responsive bids will be evaluated using a point system, which awards points on the basis set out in the table below:

CRITERIA	EVIDENCE	VALUE	WEIGHTING
Plant and Equipment available owned or leased by the Bidder	Non-Existence	0	25
	Hand tools (List)	1	
	Hand tools, truck and LDV (must have proof of ownership or hiring agreement)	2	
	Hand tools, LDV, concrete mixer, TLB/Excavation/loader and truck (must have proof of ownership or hiring agreement)	3	
	Hand tools, LDV TLB/Excavation/ loader, truck, concrete mixer and roller/ compactor (must have proof of ownership or hiring agreement)	4	
	Hand tools, truck, TLB/Excavator/ loader, Grader, compactor, concrete mixer and LDV's (must have proof of ownership or hiring agreement)	5	
Details of staff available for this Contract (Attach CV's and certified copies of qualifications for verification. Certification should not be more than 3 months by the closing of bid. Details of staff available for this Contract with written consent from	No information = no staff indicated	0	25
	Health and safety officer	1	
	Staff Experienced but not relevant to this job	2	
	Relevant technicians (builders, journeymen, plant operators, plumbers, electrician) subcontracted with appropriate experience	3	
	All relevant technicians (builders, journeymen, plant operators, plumbers, electrician) within the organization with appropriate experience	4	
	All relevant technicians (builders, journeymen, plant operators, plumbers, electrician) as indicated in the tender document within the	5	

relevant personnel)	organization with appropriate experience and Professionals registered with relevant bodies		
Experience relevant to this irrigation technical field (Proof such as orders, completion certificates and appointment letters must be included)	No information	0	35
	One similar contract	1	
	Two similar contracts	2	
	Three similar contracts	3	
	Four similar contracts	4	
	Five or more similar contracts	5	
Bidder's Bank rating (Submit Letter from Bank indicating Bank rating)	F, G and H or if submitted no information	0	15
	E	1	
	D	2	
	C	3	
	B	4	
	A	5	
Total			100

Only bidders who attain a minimum of 60 percent on Functionality will qualify to proceed for further evaluation on Price and Preference points.

- Each panel member will rate each individual criterion on the score sheet using the following scale:
0 - No information, 1-Poor, 2- Below average, 3- Good, 4- Very Good, 5- Excellent
- Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 60% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- The value scored for each criterion will be multiplied with the specified with weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 60 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder.
- Any proposal not meeting a minimum score of 60 percent functionality proposal will be disqualified.
- The price will not be evaluated as this stage

Phase III: Price / Financial stage

- Price / Financial proposal must be submitted in South African Rand.
- The following formula will be used to calculate the points for price in respect of this bid :

$$P_s = 80 \left(1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

Pt= Comparative price of bid under consideration
P min = Comparative price of lowest acceptable bid

- c) The responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
 - The bid price (maximum 80 points)
 - Broad-based black Economic Empowerment as well as specific goals (maximum 20 points)
- d) The department reserves the right to arrange contracts with more than one contractor.
- e) The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations 2017, Regulations were gazetted on 20 January 2017 (No. 40553) and effective from 01 April 2017. These bid will be evaluated as per above mentioned regulations. Bidders are required to submit B-BBEE status level certificate issued by an authorised body or person; a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act and in case a Joint Venture, a combined BBEE certificate for the service providers must be provided, and subcontracting, the regulations will be followed.
- f) A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and / or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations of 2017. For this bid the maximum number of Broad-based Black Economic Empowerment status that could be allocated to a bidder is indicated below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
NON-COMPLIANT CONTRIBUTOR	0

Failure to capture the required status level and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant service providers.

- a) The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.
- b) Bidders are requested to complete the various preference claim forms in order to claim preference points.
- c) Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- d) Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to B-BBEE status.
- e) Points scored will be rounded off to the nearest 2 decimals.
- f) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points. The bidder must submit copies of identity documents of all directors or shareholders of the company with the bid documents at the closing date and time of the bid.

Phase IV: Vetting

Shortlisted bidders will be required to undergo the vetting procedure to verify the authenticity of the

submitted documents during the submission period and bidder can be eliminated if discovered that false information was submitted and this doesn't mean that the bid is automatically awarded to you.

CLIENT BASE

Bidders must have specific experience and submit at least four recent references (in a form of written proof (s) on their company's letterhead including relevant person(s), telephone, fax numbers and e-mails) of similar work undertaken.

DARDLEA reserves the right to contact references during the evaluation and adjudication process to obtain information.

LEGAL IMPLICATIONS

Successful service providers must be prepared to enter into a service level agreement with the DARDLEA. DARDLEA reserves the right to award this bid on a non-exclusive basis, i.e. DARDLEA may procure similar services outside this bid with the view of securing the best service and value for money.

COMMUNICATION

Supply Chain Management will communicate with bidders for, among others. Where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for DARDLEA in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in:
 - Directly or indirectly fixing a purchase or selling price or any other trading condition;
 - Dividing markets by allocation customers, suppliers, territories or specific types of goods or services; or
 - Collusive bidding.
- b) If a bidder(s) or contractor(s), in the judgment of purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such items(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act no.89 of 1998.

FRONTING

DARDLEA supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background DARDLEA condemns any form of fronting.

DARDLEA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may

also result in the restriction of the bidder/contractor to conduct business with public sector for a period not exceeding ten years, in addition on any other remedies DARDLEA may have against the bidder/contractor concerned.

PRESENTATION

DARDLEA may require presentations/interviews from short-listed bidders as part of the bid process

F.3.13 Acceptance of BID Offer

F.3.13.1 BID offers will only be accepted on condition that:

- (a) The BID Offer is signed by a person authorised to sign on behalf of the service provider;
- (b) the service provider's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, is included with her/his BID submission;
- (c) a service provider who submitted a BID as a Joint Venture has included an acceptable Joint Venture Agreement with her/his BID;
- (d) the service provider or a competent authorised representative of the Contractor who submitted the BID has attended the compulsory clarification meeting or site inspection;
- (e) the Contractor who submits the BID has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that s/he will be able to register within 10 days of the closing date for submission of BIDs;
- (f) the service provider or any of its principals is not listed on the register of BID 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;
- (g) the service provider has not abused the Employer's Supply Chain Management System or has failed to perform on any previous Contract and has been given a written notice to this effect;
- (h) The service provider or any of its Principals, Directors or Managers is not employed in the service of the State (all spheres of government) nor is a Public Representative (Councillor);
- (i) a company profile is attached;
- (j) the required Certificates listed in F.2.23 above, are attached;
- (k) The Returnable Schedules in T2.2 have been completed and signed;
- (l) The Form of Offer in C1.1 has been signed by the Service Provider;
- (m) the Employer is satisfied that the service provider or any of her/his Principals have not influenced the BID Offer and acceptance by the following criteria:
 - a. having Offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
 - b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;
 - c. having approached an Officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the service provider's favour;
 - d. having entered into any agreement or arrangement, whether legally binding or not, with any other Person, Firm or Company to refrain from Quoting for this Contract or as to the amount of the BID to be submitted by either party;

- e. having disclosed to any other Person, Firm or Company other than the Employer, the exact or approximate amount of his proposed BID;
- f. The Employer may, in addition to using any other legal remedies, repudiate the BID Offer and acceptance and declare the Contract invalid should it have been concluded already.

F.3.18 Copies of Contract

The number of paper copies of the signed Contract to be provided by the Employer is ONE

T1.3: Annex F: Standard Conditions of Bid

(As contained in Annexure F of South African National Standard: Construction procurement processes, Methods and procedures: SANS 294: 2004 Edition)

F.1 General

F.1.1 Actions

The employer and each Bidder submitting a Bid offer shall comply with these conditions of Bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Bid Documents

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

F.1.3 Interpretation

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

F.1.3.2 These conditions of Bid, the Bid data and Bid schedules which are only required for Bid evaluation purposes, shall not form part of any contract arising from the invitation to Bid.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the Bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other Bidded parameters that will affect the value of the financial offer have been taken into consideration
- b) **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 Bid process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the Bid process or the award of a contract arising from a Bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any Bid offer

F.1.5.1 The employer may accept or reject any variation, deviation, Bid offer, or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection, but will give written reasons for such action.

F.1.5.2 After the cancellation of a Bid process or the rejection of all Bid offers the employer may abandon the proposed procurement and re-issue a similar Bid notice and invitation to Bid not less than three months after the closing dated for Bid offers or have it performed in another manner at any time.

F.2 Bidder's obligations

The Bidder shall comply with the following obligations:

F.2.1 Eligibility

Submit a Bid offer only if the Bidder complies with the criteria stated in the Bid data and the Bidder, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of Bidding

Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

Obtain, as necessary for submitting a Bid 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 Bid documents by reference.

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the Bid offer

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

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

F.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.

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

F.2.11 Alterations to documents

Not make any alterations or additions to the Bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Bidder. All signatories to the Bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Bid offers

F.2.12.1 Submit alternative Bid offers only if a main Bid offer, strictly in accordance with all the requirements of the Bid documents, is also submitted. The alternative Bid offer is to be submitted with the main Bid offer together with a schedule that compares the requirements of the Bid documents with the alternative requirements the Bidder proposes.

F.2.12.2 Accept that an alternative Bid offer may be based only on the criteria stated in the Bid data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a Bid offer

F.2.13.1 Submit a Bid offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the Bid data.

F.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 in black ink.

F.2.13.3 Submit the parts of the Bid offer communicated on paper as an original plus the number of copies stated in the Bid 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.

F.2.13.4 Sign the original and all copies of the Bid offer where required in terms of the Bid data. The employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders 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 Bid offer.

F.2.13.5 Seal the original and each copy of the Bid 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 Bid data, as well as the Bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Bid data, place and seal the returnable documents listed in the Bid 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 Bid data, as well as the Bidder's name and contact address.

F.2.13.7 Seal the original Bid 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 Bid data.

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

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

Accept that Bid 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.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the Bid offer at the address specified in the Bid data not later than the closing time stated in the Bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid data.

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

F.2.16 Bid offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the Bid data for an agreed additional period.

F.2.17 Clarification of Bid offer after submission

Provide clarification of a Bid offer in response to a request to do so from the employer during the evaluation of Bid 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 total of the prices or substance of the Bid offer is sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the Bid offer, the Bidder's commercial

position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Bidder 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 Bid offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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.

F.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.

F.2.22 Return of other Bid documents

If so instructed by the employer, return all retained Bid documents within 28 days after the expiry of the validity period stated in the Bid data.

F.2.23 Certificates

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

NOTE: Failure to submit any of the above documents will result in disqualification

F.3 The employer's undertakings

The employer undertakes to:

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the Bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the Bid documents to each Bidder during the period from the date of the Bid Notice until seven days before the Bid closing time stated in the Bid Data. If, as a result a Bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all Bidders who drew documents.

F.3.3 Return late Bid offers

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

F.3.4 Opening of Bid submissions

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

F.3.4.2 Announce at the opening held immediately after the opening of Bid submissions, at a venue indicated in the Bid data, the name of each Bidder whose Bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Bid offer only.

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Bid data that a two-envelope system is to be followed, open only the technical proposal of valid Bids in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid data and announce the name of

each Bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by Bidders, then advise Bidders 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 Bidders, who score in the quality evaluation above the minimum number of points for quality stated in the Bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each Bid offer properly received:

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the Bid documents.

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the Bidder's risks and responsibilities under the contract, or
- affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.

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

F.3.9 Arithmetical errors

Check responsive Bid offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the bid offer will be corrected by the Employer in determining the Contract Price.
- Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.
- The Contract Price for the completed Contract shall be computed from the actual quantities of authorized work done and compliant with the Contract Data, valued at rates contracted against the respective items in the Bill of Quantities, Schedule of Quantities or Schedule of Rates and shall include such authorized Provincial Sums and items of extra work as have become payable in terms of the Contract Data.

F.3.10 Clarification of a Bid offer

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

F.3.11 Evaluation of Bid offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid offer to a comparative offer and evaluate it using the Bid evaluation method that is indicated in the Bid Data and described below:

Method 1: Financial offer	1) Rank Bid offers from the most favorable to the least favorable comparative offer 2) Recommend highest ranked Bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so
Method 2: Financial offer and preferences	1) Score Bid evaluation points for financial offer. 2) Confirm that Bidders are eligible for the preferences claimed, and if so, score Bid evaluation points for preferencing. 3) Calculate total Bid evaluation points. 4) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all Bid offers that fail to score the minimum number of points for quality stated in the Bid data 2) Score Bid evaluation points for financial offer. 3) Calculate total Bid evaluation points. 4) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all Bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score Bid evaluation points for financial offer 3) Confirm that Bidders are eligible for the preferences claimed, and if so, score Bid evaluation points for preferencing. 4) Calculate total Bid evaluation points. 5) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 6) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive Bid offers using the following formula:

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of Bid evaluation points awarded for the financial offer.

W_1 = the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

P_m = the comparative offer of the most favorable Bid offer.

P = the comparative offer of Bid offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of Bid offer

F.3.13.1 Accept Bid offer only if the Bidder satisfies the legal requirements stated in Clause F.2.1 of the Bid Data.

F.3.13.2 Notify the successful Bidder of the employer's acceptance of his Bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Bidder as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful Bidders

After the successful Bidder has acknowledged the employer's notice of acceptance, notify other Bidders that their Bid offers have not been accepted.

F.3.15. Prepare contract documents

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

- a) addenda issued during the Bid period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful Bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of Bid require the Bidder to submit, after acceptance by the employer, shall be included.

F.3.17 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.

F.3.18 Provide copies of the contracts

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

T1.4: Annex H: Standard Conditions for the calling for construction of irrigation systems for a period of 36 months

**(As contained in Annexure F of South African National Standard: Construction procurement processes,
Methods and procedures: SANS 294: 2004 Edition)**

H.1 General

H.1.1 Actions

The employer and each respondent submitting a bid shall comply with the conditions for the bid. In their dealings with each other, they shall discharge their duties and obligations, as set out in H.2 and H.3, timeously and with integrity, and behave equitably, honestly and transparently.

H.1.2 Supporting documents

The documents issued by the employer for the purpose of obtaining expressions of interest are listed in the submission data.

H.1.3 Interpretation

The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of the conditions for the calling for expressions of interest.

H.1.4 Communication and employer's agent

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

H.2 Respondent's obligations

H.2.1 Eligibility

Submit a bid only if the respondent satisfies the criteria stated in the submission data and if the respondent, or any of his principals, is not under any restriction to do business with the employer.

H.2.2 Cost of submissions

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

H.2.3 Check documents

Check the submission documents on receipt, including pages within them, and notify the employer of any discrepancy or omission.

H.2.4 Acknowledge addenda

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

H.2.5 Clarification meetings

Attend the clarification meetings at which respondents may familiarize themselves with the proposed work, services or supply (and location, etc.) and raise questions. Details of the meeting(s) are stated in the submission data.

H.2.6 Seek clarification

Request clarification of the submission documents, if necessary, by notifying the employer at least five working days before the

closing time stated in the submission data.

H.2.7 Making a submission

H.2.7.1 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 in black ink.

H.2.7.2 Seal the original and each copy of the submission 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 submission data, as well as the respondent's name and contact address.

H.2.7.3 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.

H.2.8 Information and data to be completed in all respects

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

H.2.9 Closing time

H.2.9.1 Ensure that the employer receives the submissions at the address specified in the submission data not later than the closing time stated in the submission data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept submissions submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the submission data.

H.2.9.2 Accept that, if the employer extends the closing time stated in the submission data for any reason, the requirements of the conditions for expressions of interest apply equally to the extended deadline.

H.2.10 Clarification of submission

Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.

H.2.11 Provide other material

Provide, on request by the employer, any other material that has a bearing on the submission or the respondent's commercial position. Should the respondent 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 submission as being non-responsive.

H.3 Employer's undertakings

H.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the submission closing time stated in the submission data and notify all respondents who attended the clarification meetings, if any, of those responses.

H.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the submission documents to each respondent during the period from the date of the calling for expressions of interest until 7 days before the closing time for submissions stated in the submission data. If, as a result of the issuing of addenda, a respondent applies for an extension to the closing time stated in the submission data, the employer may grant such extension and shall then notify all respondents.

H.3.3 Late submissions

Deal with late submissions as stated in the submission data.

H.3.4 Opening of submissions

Record the name of each respondent whose submission is opened and acknowledge receipt of each submission.

H.3.5 Non-disclosure

Do not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.

H.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a respondent to influence the processing of submissions and instantly

disqualify a respondent if it is established that he engaged in corrupt or fraudulent practices.

H.3.7 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each submission received

- a) complies with the requirements of the conditions for the calling for expressions of interest,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the call for expressions of interest.

H.3.8 Non-responsive submissions

Reject all non-responsive submissions.

H.3.9 Evaluation of responsive submissions

H.3.9.1 Appoint an evaluation panel of not less than three persons. Evaluate submissions using the evaluation criteria established in the submission data.

H.3.9.2 Notify the respondents of the outcome of the evaluation process within two weeks of the evaluation report being accepted by the employer.

PART T2: RETURNABLE SCHEDULES

TABLE OF CONTENTS		Page	Colour
T2.1:	LIST OF RETURNABLE DOCUMENTS.....	T.28	Yellow
T2.2:	RETURNABLE SCHEDULES TO BE COMPLETED BY BIDDER	T.29	Yellow

T2.1 List of Returnable Documents

The Bidder must complete the following Returnable Documents:

1 Returnable Schedules required only for Bid Evaluation purposes

- A: Certificate of Attendance at a Briefing Session
- B: Record of Addenda to Bid Documents
- C: Certificate of Authority for Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor
(Certified copies of Identity Documents for all members of Joint Ventures / Close Corporation / Partnership /
Company / Sole Proprietor)
- D: Registration Certificates of entities – Joint Ventures / Close Corporation/ Partnership/ Company/ Sole
Proprietor
- E: Compulsory Enterprise Questionnaire
- F: Schedule of the Bidder's Experience
- G: Schedule of Key Personnel
- H: Curriculum Vitae Format of Key Personnel
- I: Proposed Amendments, Qualifications and Alternatives
- J: Schedule of Subcontractors
- K: Schedule of Plant and Equipment available for this contract
- L: Copy of the Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms
of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
- M: Company profile, including track record

2 Other Documents required only for Bid Evaluation purposes

- O: BBBEE Status Level Verification Certificate
- P: Tax Clearance Certificate
- Q: Financial Standing – Attach Letter of Intent (Demand Guarantee)

3 Returnable Schedules that will be incorporated into the Contract

- Preferencing Schedule (Direct Preferences) – SBD Forms
- R: Other SBD Forms (SBD 6.2, 4, SBD8, SBD 9)
- S: Execution Programme / Program of Works
- T: Detailed Method Statement
- U: Contractor's Health and Safety Declaration

4 Other Documents that will be incorporated into the Contract

- V: Contractor's Safety Plan
- W: Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction
Regulations, 2014
- X: Monthly Labour Report

5 The Offer portion

- Part C1 Agreement and Contract Data
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

T2.2 Returnable Schedules to be completed by Bidder

A. CERTIFICATE OF ATTENDANCE AT A BRIEFING SESSION

(NB. Due to COVID 19 restrictions, There is no Briefing Session or Clarification Meeting.)

This is to certify that (*Bidder*)

of (*address*).....

..... was represented by the person(s) named below at the compulsory Briefing Session held for all Bidders for **Appointment of a panel of contractors for construction of irrigation systems for a period of 36 months in Mpumalanga Province** for Bid as per tender bulletin

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the Site of the Works and / or matters incidental to doing the Work specified in the Bid Documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the Bid.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

B. RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this Bid Offer, amending the Bid Documents, have been taken into account in this Bid Offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.

Signed..... Date.....

Name..... Position.....

Bidder.....

C. CERTIFICATE OF AUTHORITY OF AN ENTITY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the Certificate set out below for the relevant category.

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of
....., hereby confirm that by resolution of the Board (copy attached)
taken on 20.....,
Mr/Ms, acting in the capacity of
....., was authorised to sign all Documents in
connection with this Bid and any Contract resulting from it on behalf of the Company.

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

(II) **CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key Members in the business trading as.....
..... hereby authorise Mr/Ms,
acting in the capacity of, to sign all Documents
in connection with the Bid for Contract No. ACDP 20/11 and any Contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This Certificate is to be completed and signed by all of the key Members upon whom rests the Direction of the Affairs of the Close Corporation as a whole.*

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key Partners in the business trading as,

.....hereby authorise Mr/Ms.....

acting in the capacity of , to sign all Documents in connection
with the Bid for Contract No and any Contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....
2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This Certificate is to be completed and signed by all of the key Partners upon who rests the Direction of the Affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this Bid Offer in Joint Venture and hereby authorize Mr/Ms
....., authorized signatory of the Company,
.....acting in the capacity of Lead Partner, to sign all Documents in connection with the
Bid Offer for Contract No and any Contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the
Partners to the Joint Venture.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead Partner		

Note: *This Certificate is to be completed and signed by all of the key Partners upon who rests the
Direction of the Affairs of the Joint Venture as a whole.*

V) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am the Sole Owner of the

business trading as:.....

Signature of Sole Owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

D. REGISTRATION CERTIFICATE OF AN ENTITY

[Important note to Bidder: Registration Certificates for Companies, Close Corporations, Partnerships and ID Documents for Sole Proprietors must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included]

E. 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: Other registration number, if any:

Section 4: 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 5: Particulars of Companies and Close Corporations

Company registration number

Close Corporation number

Tax reference number

Section 6: Record in the service of the State

Indicate by marking the relevant boxes with a cross, if any Sole Proprietor, Partner in a Partnership or Director, Manager, Principal Shareholder or Stakeholder in a Company or Close Corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| <ul style="list-style-type: none"> a Member of any Municipal Council a Member of any Provincial Legislature a Member of the National Assembly or the National Council of Province a Member of the Board of Directors of any Municipal entity an Official of any Municipality or Municipal entity | <ul style="list-style-type: none"> an employee of any Provincial Department, National or Provincial Public entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) a Member of an Accounting Authority of any National or Provincial Public Entity an employee of Parliament or a Provincial Legislature |
|---|--|

If any of the above boxes are marked, disclose the following:

Name of Sole Proprietor, Partner, Director, Manager, Principal Shareholder or Stakeholder	Name of Institution, Public Office, board or organ of State and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the State

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a Sole Proprietor, Partner in a Partnership or Director, Manager, Principal Shareholder or Stakeholder in a Company or Close Corporation is

currently or has been within the last 12 months been in the service of any of the following:

a Member of any Municipal Council
a Member of any Provincial Legislature
a Member of the National Assembly or
the National Council of Province
a Member of the Board of Directors of
any Municipal Entity
an Official of any Municipality or
Municipal entity

an employee of any Provincial Department, National
or Provincial Public Entity or Constitutional Institution
within the meaning of the Public Finance
Management Act, 1999 (Act 1 of 1999)
a Member of an Accounting Authority of any National
or Provincial Public entity
an employee of Parliament or a Provincial Legislature

Name of spouse, child or parent	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance Certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the Enterprise or the name of any Partner, Manager, Director or other Person, who wholly or partly exercises, or may exercise, control over the Enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no Partner, Member, Director or other Person, who wholly or partly exercises, or may exercise, control over the Enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other Bidding entities submitting Bid Offers and have no other relationship with any of the Bidders or those responsible for compiling the Scope of Work that could cause or be interpreted as a conflict of interest; and
- 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

F. SCHEDULE OF THE BIDDER'S EXPERIENCE

The following is a Statement of Work of similar nature recently successfully executed by myself / ourselves (attach completion certificate for all completed projects as proof):

[illegible]

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

DATE:

G. KEY PERSONNEL

In terms of the Project Specification and the Conditions of Bid, unskilled Workers may only be brought in from outside the Local Community if such personnel are not available locally.

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

Category of Employee	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
Site Agent			
Irrigation construction Foremen			
Irrigation construction Artisans			
Unskilled Workers			
Others:			

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

DATE:

H. CURRICULUM VITAE FORMAT OF KEY PERSONNEL

Name:		Date of birth:	
Profession:		Nationality:	
Qualifications:			
Professional Registration Number:			
Name of Employer (firm):			
Current position:		Years with firm:	
<u>Employment Record:</u>			
<u>Experience Record Pertinent to Required service:</u>			

Certification:

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

.....
Signature of person named in the Schedule

.....
Date

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

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

.....
Signature of person named in the Schedule

.....
Date

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

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

.....
Signature of person named in the Schedule

.....
Date

[illegible]**Certification:**

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

.....
Signature of person named in the Schedule

Date _____

I. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives, but should the Bidder desire to make any departures from the Provisions of this Contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, unless form (a), has been completed to the satisfaction of the Employer). The Bidder is referred to Bid Data paragraph F.2.12, where it is clearly stated that no Alternative Offers will be accepted.

I / We herewith propose the amendments, as set out in the table below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

- Notes:**
- (1) Amendments to the General and Special Conditions of Contract are not acceptable;
 - (2) The Bidder must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Bid.

J. SCHEDULE OF PROPOSED SUB-CONTRACTORS

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.

We confirm that all Subcontractors who are Contracted to construct a house are registered as Home Builders with the National Home Builders Registration Council.

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

Signed

Date

Name

Position

Bidder

K. 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 Bid 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 Bid is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Bidder

**L. COPY OF WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF
CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES
ACT NO. 130 OF 1993)**

*[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation
Commissioner to be inserted here]*

M. COMPANY PROFILE, INCLUDING TRACK RECORD

[Abbreviated company profile, giving history, status, activities, staff and track record of the Bidding entity, to be inserted here. In case of a Joint Venture, a separate profile for each partner must be submitted]

O. BBBEE STATUS LEVEL VERIFICATION CERTIFICATE

[Certified copy of the Bidder's BBBEE Status Level Verification Certificate, to be inserted here. For a Joint Venture, each partner's BBBEE certificate is to be included, as applicable]

P. TAX CLEARANCE CERTIFICATE

IMPORTANT NOTES:

1. Every bidder will be checked for tax compliance status on CSD and will be given a specified number of days by which to be tax compliant in the case of non-compliance status at evaluation.
2. An **example** of the Application for Tax Clearance Certificate which Bidders may use to apply for the Tax Clearance Certificate is included hereafter and is available at any Receiver's Office.

APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE

(In respect of Bid see note at bottom)

1. NAME OF TAXPAYER/BIDDER:.....
2. TRADE NAME:
3. IDENTIFICATION No. (if applicable):.....
4. COMPANY/CLOSE CORPORATION REG No:.....
5. INCOME TAX REFERENCE No:.....
6. VAT REGISTRATION No:.....
7. PAYE EMPLOYERS REG No. (if applicable) :.....

NB: Copy of the Bid request must be attached to this application.

CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:

SIGNATURE:

NAME :

TELEPHONE NUMBER : CODE: NUMBER:

ADDRESS :

DATE : 20...../...../.....

Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.

NAME OF PERSON RESPONSIBLE FOR CONTRACT:

(ST 5.1) March 1999

NB: This is a pro forma application form that has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The original and valid Tax Clearance Certificate furnished by the Receiver of Revenue must be submitted with the Bid (to be attached to the next page).

TAX CLEARANCE CERTIFICATE

[Valid Original Tax Clearance Certificate obtained from SARS to be inserted here after]

Q. BIDDER'S FINANCIAL STANDING

(LETTER FROM FINANCIER MUST BE ATTACHED)

In terms of Clause F.2.18.1 of the Contract-specific Bid Data the Bidder shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Bidder's financial standing.

To that end the Bidder must provide with his Bid a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the Bidded amount within the specified time for completion.

However, should the Bidder be unable to provide a bank rating with his Bid, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank):

Failure to provide either the required bank details or a certified bank rating with his Bid, will lead to the conclusion that the Bidder does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Bid submitted by the Bidder.

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Bidder)

Q1 FINANCIAL INFORMATION OF BIDDER

(LETTER FROM FINANCIER MUST BE ATTACHED)

This information sheet has to be filled in by the financier of the Bidder, duly signed and stamped on behalf of the financial institution he represents.

Bidder / Bid Details

Bid Description:

Contract Period:

Name of Bidder:

Bank Account Number:

Bid Amount:

State amount of Demand Guarantee: R.....

Attach Letter of Intent from Financial Institution

Financial Institution

Name of Commercial Bank:

Branch:

Name of Bank Manager:

Telephone Number:

We acting on behalf of the above Commercial Bank confirm that

..... (Bidder)

has operated an account with us for the last years.

We have been requested to provide a bank rating based in relation to the financial capability of the Bidder, taking into account directives set out in the following two tables.

FINANCIAL CAPABILITY

Maximum value of contract that the Bidder is considered capable of	Value on which Bank Rating must be used
Up to R300 000	R24 000
R1 000 000	R78 000
R3 000 000	R240 000
R5 000 000	R480 000

R10 000 000	R900 000
R30 000 000	R2 400 000
R100 000 000	R7 800 000

BANK RATING

Bank Code	Description of Bank Code
A	Undoubted for the amount of enquiry
B	Good for the amount of enquiry
C	Good for the amount quoted if strictly in the way of business
D	Fair trade risk for amount of enquiry
E	Figures considered too high
F	Financial position unknown
G	Occasional dishonours
H	Frequent dishonours

The value on which our Bank Rating of the Bidder is based is R.....

In words only)

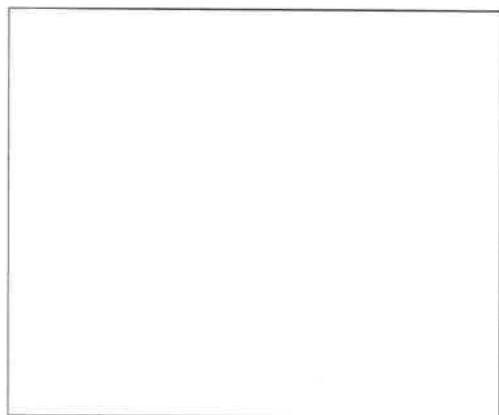
The Bank Rating is code:

.....
Signature: Manager Financial Institution

.....
Print Name

.....
Date

RUBBER STAMP OF INSTITUTION



S. EXECUTION PROGRAMME / PROGRAM OF WORKS

The Bidder shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the Work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Bid.

The Execution Programme must be based on the completion time as specified in the Contract Data. The activities identified and filled in below, are specifically to be carried forward to Schedule T, the contractor's Method Statement.

PLEASE NOTE: the cash flow projections from the Contractor (to be submitted before commencement of the execution of the Contract) must be in accordance with this execution plan in order to ensure proper Cash flow management by the Department and to minimise delayed payments.

(To be provided with the request for Quotations for a specific project)

[illegible]

T. DETAILED METHOD STATEMENT

[The adjudication of the responsiveness of a bid also relies on the extent to which a Bidder can prove an understanding of the scope of works. The Bidder should describe below the methods and procedures he will employ to successfully complete the various activities as identified for the foregoing Schedule S, the Execution Programme]

(To be provided with the request for Quotations for a specific project)

[illegible]

[Add more pages as required]

U. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (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 OHS Act 1993 Construction Regulations 2003.

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

Declaration by Bidder

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
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 propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter: ***Yes / No**(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and Construction Safety Officer as defined in Regulation 6, and Competent Persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this Contract)

- (a) Details of the competent and qualified key persons from my Company's own resources, who will form part of the Contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my Company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....

.....

.....

(c) Details of competent resources to be appointed as Subcontractors if Competent Persons cannot be supplied from own Company:

Name of proposed Subcontractor:

Qualifications or details of competency of the Subcontractor:

.....

.....

.....

5. I hereby undertake, if my Bid is accepted, to provide, before commencement of the Works under the Contract, a suitable and sufficiently Documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. 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 2003 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.

7. I hereby confirm that adequate provision has been made in my Bidded rates and prices in the Schedule of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the Provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my Bid will be prejudiced and may be rejected at the discretion of the Employer.

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

DATE:

V. CONTRACTOR'S SAFETY PLAN

[The Contractor shall submit the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in T2.1, before commencement of the Works.]

W. PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003

*[This form must be completed and forwarded, prior to commencement of Work on Site, by all
Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the Office of
the Department of Labour]*

1. (a) Name and postal address of Contractor:.....
.....
(b) Name of Contractor's contact person:
Telephone number:
2. Contractor's Workman's compensation registration number:
3. (a) Name and postal address of Client:
.....
(b) Name of Client's contact person or Agent:
Telephone number.....
4. (a) Name and postal address of designer(s) for the Project:
.....
(b) Name of Designer's contact person:
Telephone number.....
5. Name of Contractor's Construction Supervisor on Site appointed in terms of
Regulation 6(1): Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on Site appointed in terms of Regulation 6(2).
.....
7. Exact physical address of the construction Site or Site Office:.....
.....
8. Nature of the construction Work:
.....
9. Expected Commencement Date:
10. Expected Completion Date:
11. Estimated maximum number of persons on the construction Site:
12. Planned number of Subcontractors on the construction Site accountable to Contractor:
13. Name(s) of Subcontractors already chosen:
.....
.....
.....

SIGNED BY:

CONTRACTOR: DATE:

CLIENT: DATE:

X. MONTHLY LABOUR REPORT

MONTHLY LABOUR REPORT FOR CERTIFICATE OF PAYMENT NO.

JOBS CREATED.....

AS PER BUSINESS PLAN

A	B	C	D	E	F	G	H	I	J
Category	Number of persons employed in category	Rate (R/d)	Local P-days	Non-local P-Days	Total P-days (D+E)	Amount expended on labour (C x F)	P-days by women	P-days by youth	P-days by disabled
Clerical									
Managerial									
Supervisory									
Skilled									
Semi-skilled									
Unskilled									
All operations									

ACTUAL TO DATE

A	B	C	D	E	F	G	H	I	J
Category	Number of persons employed in category	Rate (R/d)	Local P-days	Non-local P-Days	Total P-days (D+E)	Amount expended on labour (C x F)	P-days by women	P-days by youth	P-days by disabled
Clerical									
Managerial									
Supervisory									
Skilled									
Semi-skilled									
Unskilled									
All operations									

SUMMARY

Planned person-days target
 Bidded construction period (months):
 Overall person-days target per month:
 Months represented by this report:
 Person-day target for this month:
 Achieved person-days to date:
 Person-days ahead/behind target:

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

**PART C4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT (No 85 OF
1993)**

**MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND
ENVIRONMENTAL AFFAIRS**

**APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION
SYSTEMS FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE.**

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C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

C1.2.2: PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER

PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR

C1.3: FORM OF GUARANTEE

**C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

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C2.2: BILL OF QUANTITIES

C2.3: PAYMENT DATA

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**MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND
ENVIRONMENTAL AFFAIRS**

**APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION
SYSTEMS FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE**

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance Signature block, has solicited Offers to enter into a Contract for the procurement of:

Contract No **As per bid bulletin**

**APPOINTMENT OF A PANEL OF CONTRACTORS FOR
CONSTRUCTION OF IRRIGATION SYSTEMS FOR A PERIOD OF 36
MONTHS IN MPUMALANGA PROVINCE**

The Bidder, identified in the Offer Signature block, has examined the Documents listed in the Bid Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder 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)

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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the Party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature Block: Bidder

Signature Date

Name

Capacity

Name of organization.

Address of organization

.....

Signature of witness Date

Name of witness
.....

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall Form an Agreement between the Employer and the Bidder 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 Parts C1 to C4 above.

Deviations from and amendments to the Documents listed in the Bid Data and any addenda thereto as listed in the Bid Schedules as well as any changes to the Terms of the Offer agreed by the Bidder and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and Forming part of this Agreement. No amendments to or deviations from said Documents are valid unless contained in this schedule.

The Bidder 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) for delivery of any 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 Bidder receives one fully completed original copy of this Document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the Contents of this Agreement, this Agreement shall constitute a binding Contract between the Parties.

Signature Block: Employer	
Signature	Date
Name	
Capacity	
for the Employer DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS	
Signature of witness	Date
Name of witness	

Schedule of Deviations

1 Subject

Details

.....

.....

.....

.....

2 Subject

Details

.....

.....

.....

.....

3 Subject

Details

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.....

.....

4 Subject

Details

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5 Subject

Details

.....

.....

.....

.....

By the duly Authorised Representatives signing this Agreement, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the Documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the Bidder 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 Bid Documents and the receipt by the Bidder 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 Bidder:

Signature(s)		
Name(s)		
Capacity		

(Name and address of organisation)

Name & Signature of Witness		Date	
-----------------------------------	-------------	------	-------------

For the Employer:

Signature(s)		
Name(s)		
Capacity		

(Name and address of organisation)

**MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND
ENVIRONMENTAL AFFAIRS**

**APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION
SYSTEMS FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE**

C1.2 CONTRACT DATA

Section 1.01 The General Conditions of Contract for Construction Works (2015, 3rd Edition) published by the South African Institution of Civil Engineering, is applicable to this Contract. Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

The General Conditions of Contract for Construction Works make several references to the Contract Data for Specific Data, which together with these Conditions collectively describe the risks, liabilities and obligations of the Contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of Data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

**MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND
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**APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION
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C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

- 1. GENERAL**
- 2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**
- 3. TRANSFER OF RIGHTS**

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the “General Conditions of Contract for Construction Works – 2015, 3rd Edition”, issued by the South African Institution of Civil Engineering (Short title: “**General Conditions of Contract 2015**”) and can be obtained from:

SAICE

Waterfall Park
Howick Gardens
Vorna Valley Half way House
Becker Street
MIDRAND
1685
Gauteng Province
Tel: (011) 805-5947/8
Fax: (011) 805-5971.

It is agreed that the only variations from the General Conditions of Contract 2015, 3rd Edition are those set out hereafter under “Special Conditions of Contract”.

3. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

Clause no.	Description
SCC 5.12.1	Add the following to the sub-clause: Extension of time in respect of abnormal rainfall shall be calculated using the rainfall Formula in PS 8 for each calendar month or part thereof.
SCC 9.2.1.3.6	Replace sub-clause with: The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.
SCC 6.11	Replace the Heading with “ VARIATIONS EXCEEDING 20 PERCENT ”
SCC 6.11.1.3	Replace the wording: “ <i>greater than 15 percent</i> ” with “ <i>greater than 20 percent</i> ”.
	<u>The following additional clauses to the General Conditions of Contract shall apply:</u>

SCC 11	LABOUR INTENSIVE WORKS
SCC 11.1	Payment for the labour-intensive component of the works Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in Contract or in delict.
SCC 11.2	Applicable labour laws The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to work which are undertaken by unskilled or semi-skilled workers.
SCC 11.3.1	Introduction (a) This document contains the Standard Terms and Conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and Conditions do NOT apply to persons employed in the supervision and management of a SPWP. (b) In this document – (i) “Department” means any department of State, implementing Agent or Contractor; (ii) “Employer” means any Municipality, implementing Agency or Contractor that hires workers to work in elementary occupations on a SPWP; (iii) “worker” means any person working in an elementary occupation on a SPWP.; (iv) “elementary occupation” means any occupation involving unskilled or semi-skilled work; (v) “Management” means any person employed by a Municipality or implementing Agency to administer or execute an SPWP.; (vi) “task” means a fixed quantity of work; (vii) “task-based work” means work in which a worker is paid a fixed rate for performing a task; (viii) “task-rated worker” means a worker paid on the basis of the number of tasks completed; (ix) “time-rated worker” means a worker paid on the basis of the length of time worked.
SCC 11.3.2	Terms of Work (a) Workers on a SPWP are employed on a temporary basis. (b) A worker may NOT be employed for longer than 24 months in any five year cycle on a SPWP. (c) Employment on a SPWP does not qualify as employment as a contributor for the purpose of the Unemployment Insurance Act 30 of 1966.

SCC 11.3.3	Normal Hours of Work (a) An Employer may not set tasks or hours of work that require a worker to work– (i) more than forty hours in any week (ii) on more than five days in any week; and (iii) for more than eight hours on any day. (b) An Employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day. (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.
SCC 11.3.4	Meal Breaks (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes' duration. (b) An Employer and worker may agree on longer meal breaks. (c) A worker may not work during a meal break. However, an Employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An Employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break. (d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.
SCC 11.3.5	Special Conditions for Security Guards (a) A security guard may work up to 55 hours per week and up to eleven hours per day. (b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.
SCC 11.3.6	Daily Rest Period Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.
SCC 11.3.7	Weekly Rest Period Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").
SCC 11.3.8	Work on Sundays and Public Holidays (a) A worker may only work on a Sunday or Public holiday to perform emergency or security work. (b) Work on Sundays is paid at the ordinary rate of pay. (c) A task-rated worker who works on a public holiday must be paid –

SCC 11.3.9	(i) the worker's daily task rate, if the worker works for less than four hours; (ii) double the worker's daily task rate, if the worker works for more than four hours. (d) A time-rated worker who works on a public holiday must be paid – (i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday; (ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday. Sick Leave (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause. (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a Contract. (c) A worker may accumulate a maximum of twelve days' sick leave in a year. (d) Accumulated sick-leave may not be transferred from one Contract to another Contract. (e) An Employer must pay a task-rated worker the worker's daily task rate for a day's sick leave. (f) An Employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave. (g) An Employer must pay a worker sick pay on the worker's usual payday. (h) Before paying sick-pay, an Employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is – (i) absent from work for more than two consecutive days; or (ii) absent from work on more than two occasions in any eight-week period. (i) A medical certificate must be issued and signed by a Medical Practitioner, a qualified Nurse or a Clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity. (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act. SCC 11.3.10 Maternity Leave (a) A worker may take up to four consecutive months' unpaid maternity leave. (b) A worker is not entitled to any payment or employment-related benefits during maternity leave. (c) A worker must give her Employer reasonable notice of when she will start maternity leave and when she will return to work.
--------------------------	---

	(d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so. (e) A worker may begin maternity leave – (i) four weeks before the expected date of birth; or (ii) on an earlier date – (1) if a medical Practitioner, Midwife or Certified Nurse certifies that it is necessary for the health of the worker or that of her unborn child; or (2) if agreed to between Employer and worker; or (iii) on a later date, if a medical Practitioner, Midwife or Certified nurse has certified that the worker is able to continue to work without endangering her health. (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth. (g) A worker who returns to work after maternity leave has the right to start a new cycle of twenty-four months' employment, unless the SPWP on which she was employed has ended.
SCC 11.3.11	Family responsibility leave Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances – (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of – (i) the employee's spouse or life partner; (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
SCC 11.3.12	Statement of Conditions (a) An Employer must give a worker a statement containing the following details at the start of employment – (i) the Employer's name and address and the name of the SPWP; (ii) the tasks or job that the worker is to perform; and (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the Contract; (iv) the worker's rate of pay and how this is to be calculated; (v) the training that the worker will receive during the SPWP. (b) An Employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement. (c) An Employer must supply each worker with a copy of these Conditions of employment.

SCC 11.3.13	Keeping Records (a) Every Employer must keep a written record of at least the following – (i) the worker's name and position; (ii) in the case of a task-rated worker, the number of tasks completed by the worker; (iii) in the case of a time-rated worker, the time worked by the worker; (iv) payments made to each worker. (b) The Employer must keep this record for a period of at least three years after the completion of the SPWP.
SCC 11.3.14	Payment (a) An Employer must pay all wages at least monthly in cash or by cheque or into a bank account. (b) A task-rated worker will only be paid for tasks that have been completed. (c) An Employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the Contractor having submitted an invoice to the Employer. (d) A time-rated worker will be paid at the end of each month. (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker. (f) Payment in cash or by cheque must take place – (i) at the workplace or at a place agreed to by the worker; (ii) during the worker's working hours or within fifteen minutes of the start or finish of work; (iii) in a sealed envelope which becomes the property of the worker. (g) An Employer must give a worker the following information in writing – (i) the period for which payment is made; (ii) the numbers of tasks completed or hours worked; (iii) the worker's earnings; (iv) any money deducted from the payment; (v) the actual amount paid to the worker. (h) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it (i) If a worker's employment is terminated, the Employer must pay all monies owing to that worker within one month of the termination of employment.

SCC 11.3.15	Deductions (a) An Employer may not deduct money from a worker's payment unless the deduction is required in terms of a law. (b) An Employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay. (c) An Employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned. (d) An Employer may not require or allow a worker to – (i) repay any payment except an overpayment previously made by the Employer by mistake; (ii) state that the worker received a greater amount of money than the Employer actually paid to the worker; or (iii) pay the Employer or any other person for having been employed.
SCC 11.3.16	Health and Safety (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe. (b) A worker must – (i) work in a way that does not endanger his/her health and safety or that of any other person; (ii) obey any health and safety instruction; (iii) obey all health and safety rules of the SPWP; (iv) use any personal protective equipment or clothing issued by the Employer; (e) report any accident, near-miss incident or dangerous behaviour by another person to their Employer or manager.
SCC 11.3.17	Compensation for Injuries and Diseases (a) It is the responsibility of the Employers (other than a Contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993. (b) A worker must report any work-related injury or occupational disease to their Employer or manager. (c) The Employer must report the accident or disease to the Compensation Commissioner. (d) An Employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The Employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

SCC 11.3.18	Termination (a) The Employer may terminate the employment of a worker for good cause after following a fair procedure. (b) A worker will not receive severance pay on termination. (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the Employer in advance to allow the Employer to find a replacement. (d) A worker who is absent for more than three consecutive days without informing the Employer of an intention to return to work will have terminated the Contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period. (e) A worker who does not attend required training events, without good reason, will have terminated the Contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
SCC 11.3.19	Certificate of Service On termination of employment, a worker is entitled to a certificate stating – (i) the worker's full name; (ii) the name and address of the Employer; (iii) the SPWP on which the worker worked; (iv) the work performed by the worker; (v) any training received by the worker as part of the SPWP; (vi) the period for which the worker worked on the SPWP; (vii) any other information agreed on by the Employer and worker.
SCC 11.3.20	Reporting The Contractor shall report the breakdown of each payment certificate into the broad categories of: a) Overheads, b) Supervision, c) Materials, d) Plant, and e) Labour. The Contractor shall further report for each payment certificate the person-days of employment as set out in the Pro Forma, Schedule T: Monthly Labour Report. In the calculation of person-days, a day shall be taken as 8 hours and no time over and above 8 hours per day shall be used to contribute to the number of person-days reported.
SCC 11.3.21	Source of Labour The Contractor shall source his labour from the local area through the services of an appropriate Councillor or Community Liaison Officer or another appointed person who has contact with a labour pool in the area.

4. TRANSFER OF RIGHTS

The successful Bidder should complete and submit a Transfer of Rights Form to claim for materials on site with every progress payment for the project. No payment for materials on site would be granted if this Document is not submitted with the progress payment being considered.

TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Bidder only)

Claim for materials on site, Payment Certificate No. Date:

Contract No: For (Contract title)

I, the undersigned (name of signatory) in my capacity as
..... of (name of Contractor)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer) insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

Signed by: Date:
for and on behalf of the Contractor.

Witnessed by: Date:

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 6.10.2 of the General Conditions of Contract 2015, 3rd Edition.

C1.2.2 PART A: DATA PROVIDED BY THE EMPLOYER

The following Contract Specific Data are applicable to this Contract.

REFERENCE	CONTRACT SPECIFIC DATA BY THE EMPLOYER										
Clause 1.1.1.15:	Name of Employer: MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS										
Clause 1.2.1.2:	Address of Employer: <table><tr><td>Physical address:</td><td>Postal address:</td></tr><tr><td>Government Complex Riverside</td><td>Private Bag X11219</td></tr><tr><td>1st Floor Bldg 6</td><td>Nelspruit</td></tr><tr><td>Nelspruit</td><td>1200</td></tr><tr><td>1200</td><td></td></tr></table>	Physical address:	Postal address:	Government Complex Riverside	Private Bag X11219	1 st Floor Bldg 6	Nelspruit	Nelspruit	1200	1200	
Physical address:	Postal address:										
Government Complex Riverside	Private Bag X11219										
1 st Floor Bldg 6	Nelspruit										
Nelspruit	1200										
1200											
Clause 1.1.1.16:	Name of Engineer: T. Gomo, Pr Eng. and M. Chinyangana, Pr. Eng.										
Clause 1.2.1.2:	Address of Engineer: (Physical address: Government Complex Riverside 1 st Floor Bldg 6 Nelspruit 1200 E-Mail: gomolt@gmail.com and chinyanganam@gmail.com Mobile: 072 141 4871 073 734 5695										
Clause 1.1.1.12 & 5.8.1:	Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year end break.										
Clause 1.1.1.26:	The Pricing Strategy is Re-Measurable Contract.										
Clause 1.1.1.12:	The year end break commences on the first working day after 13 December and ends on the first working day after 5 January of the next year.										
Appendix 3:	Performance Guarantee to be delivered within 14 days of the Commencement Day. The total liability under the guarantee should not be less than 10% of the Bid amount, excluding VAT.										
Clause 5.3:	The Contractor shall commence executing the work within 14 days of the Commencement date.										
Clause 5.6.1:	The Contractor shall deliver his programme of work within 14 days of the Commencement date.										
Clause 8.6.1.1.2:	The value of material to be supplied by the Employer is nil.										
Clause 8.6.1.1.3:	The amount to cover Professional fees for repairing damage and loss to be included in the Insurance sum is <u>R 1000 000.00</u>										
Clause 8.6.1.3:	The limit of indemnity for Liability Insurance is <u>R 5 000 000.00</u> for any single liability claim. Liability insurance shall include spread of fire risk.										

- Clause 6.6.1.2.1: The percentage allowance to cover overhead charges is upto 10%.
- Clause 1.1.1.14: The Works shall be completed within **(To be provided with the request for Quotations for a specific project)** excluding special non-working days and the year end break.
- Clause 5.13.1: The penalty for failing to complete the works is 0.1 % of the Total Bid Sum per Calendar Day.
- Clause 5.16.3: The latent defect period is 10 years.
- Clause 6.8: No Contract Price Adjustment will be allowed for this Contract.
- Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is: 80%
- Clause 6.10.3: The percentage retention on the amounts due to the Contractor is 10 %, excluding Contract Price Adjustment, Contingencies and VAT, and limited to 5% of the Contract amount, excluding Contract Price Adjustment, Contingencies and VAT.
- A Retention money Guarantee will **not** be permitted.
- Clause 1.1.1.13: The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.
- Clause 10.3.2: Dispute resolution shall be by Adjudication.
- Clause 3.1.3: The Engineer is required to obtain the specific approval of the Employer for the following:
- The Engineer requires Departmental approval in order to authorise any expenditure in excess of the Bid Sum plus 15% Contingencies.

C1.2.2: PART B: DATA PROVIDED BY THE CONTRACTOR

The following Contract Specific Data are applicable to this Contract:

REFERENCE CONTRACT SPECIFIC DATA BY THE CONTRACTOR

Clause 1.1.1.9: **Name of Contractor:**

Clause 1.2.1.2: **Address of the Contractor:**

Physical:

Postal:

.....

.....

.....

.....

.....

.....

.....

.....

E-Mail:

Telephone No: Fax No:

Clause 6.8.3: The variation in cost of all special materials is to be provided in the table SM 1 for special materials.

The rates and prices for the special materials shall be furnished by the Bidder, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. **The quoted price is the ruling price on the Month prior to close of Bid.**

TABLE: SM1

Special material	Unit on which variation will be determined		Price for base month ex factory, excluding transport, labour or any other costs.
	Containers	Delivered in bulk	

* Contractor to indicate the type, unit and rate of special material to be listed. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence. Contractor to provide any other Special Materials if deemed necessary

C1.3 FORM OF GUARANTEE - PRO FORMA

Contract No.

WHEREAS The Department of Agriculture, Rural Development, Land and Environmental Affairs (hereinafter referred to as the Employer") entered into, a Contract with:

(Hereinafter called "the Contactor") on the day of 20.

For: ALA/-----/21/MP: CONSTRUCTION OF IRRIGATION SYSTEMS: (Name of project – To be provided during the request for quotations)

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a Guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS has / have at the request of the Contractor, agreed to give such Guarantee;

NOW THEREFORE WE do hereby Guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and execution for the due and faithful performance by the Contractor of all the Terms and Conditions of the said Contract, subject to the following Conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this Guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This Guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any Guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This Guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this Guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of:
.....
.....Rand (in words);
R. (in figures)
6. The Guarantor reserves the right to withdraw from this Guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as
.....
.....
.....
.....

IN WITNESS WHEREOF this Guarantee has been executed by us at
on this day of 20

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

THIS AGREEMENT is made between **The Department of Agriculture, Rural Development, Land and
Environmental Affairs** (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: ALA/-----/21/MP: CONSTRUCTION OF IRRIGATION SYSTEMS: (Name of project – To be
provided during the request for quotations)**

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR
with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions
imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed
certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR,
his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself
with such arrangements and procedures.
3. The CONTRACTOR hereby accepts Sole Liability for such due compliance with the relevant duties,
obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and
the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS
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 at for and on behalf of the CONTRACTOR
on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.
2.

Thus signed at for and on behalf of the EMPLOYER on this
the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.
2.

PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2.2: BILL OF QUANTITIES

MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS

APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION SYSTEMS FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the General Conditions of Contract (2015 3rd Edition) as amended in the Scope of Works.

2. The units of measurement described in this Bill of Quantities are metric units. Abbreviations used in the Bill 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
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. For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the Specifications
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance is made for waste.

5. The prices and rates in this Bill 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.

6. It will be assumed that prices included in the Bill 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 Bids. (Refer to www.stanza.org.za or www.iso.org for information on Standards)
7. 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 amounts Bidded for such items
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single Lump Sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in this Bill 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 this Bill of Quantities.
10. The short descriptions of the items of payment given in this Bill 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.
11. The item numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the Specifications where applicable.
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters "LI" in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
13. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

**MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND
ENVIRONMENTAL AFFAIRS**

**APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION
SYSTEMS FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE**

C2.2 Bill of Quantities

(To be provided with the request for Quotations for a specific project)

PART C3: SCOPE OF WORK

C3.1: STANDARD SPECIFICATIONS

C3.2: PROJECT SPECIFICATIONS

C3.3: PARTICULAR SPECIFICATIONS

**MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND
ENVIRONMENTAL AFFAIRS**

**APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION
SYSTEMS FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE**

C3: SCOPE OF WORK

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

PS-1	Project Description
PS-2	Description of the Site and Access
PS-3	Details of the Works
PS-4	Construction Programme
PS-5	Site Facilities Available
PS-6	Facilities Required on Site
PS-7	Management and Disposal of Water
PS-8	Rainfall Figures
PS-9	Security Clearance of Personnel
PS-10	Health and Safety
PS-11	Subcontractors
PS-12	Deviation from Construction Programme
PS-13	Delay in Completion
PS-14	Supply of Materials
PS-15	Execution of Works
PS-16	Existing Services
PS-17	Labour Intensive Specification

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardised and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PART C : (Not applicable for this tender)

PART D : (Not applicable for this tender)

PART E : ENVIRONMENTAL MANAGEMENT

PART F : OHSA 1993 HEALTH AND SAFETY

PART G : (Not applicable for this tender)

PART H : CONSTRUCTION OF IRRIGATION SYSTEM

MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS

APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION SYSTEMS FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the SANS Standardised Specifications for Civil Engineering Works.

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SABS 1200 AA	:	General (Small Works)
SABS 1200 C	:	Site Clearance
SABS 1200 GA	:	Concrete (Small Works)
SABS 1200 GB	:	Concrete (Ordinary Buildings)

A bidder should get his own copies of the above documentation.

The following SANS specification are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003	:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002):	:	Targeted Construction Procurement
SANS 1921 – 1 (2004):	:	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works

**MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND
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**APPOINTMENT OF A PANEL OF CONTRACTORS FOR CONSTRUCTION OF IRRIGATION
SYSTEMS FOR A PERIOD OF 36 MONTHS IN MPUMALANGA PROVINCE**

C3.2: PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

PART A: GENERAL

PS 1 PROJECT DESCRIPTION

The Project description will be issued during the stage with the request to give quotations for a specific project. The project may consist of some or all irrigation types and activities.

PS 2 DESCRIPTIONS OF THE SITE AND ACCESS

2.1 Location of site

The Location of the site will be issued during the stage with the request to give quotations for a specific project.

2.2 Access to site

Details of access to the site will be issued during the stage with the request to give quotations for a specific project. The access to sites will differ from easy access to very difficult that requires 4 x 4 vehicles.

PS 3 DETAILS OF THE WORKS

3.1 Brief description of works

The works will include, but not limited to, construction of new irrigation systems, repair and refurbishment of irrigations and associated works for the full operation of the irrigation system. A brief detail of the works for which this specification is applicable will be issued during the stage with the request to give quotations for a specific project.

3.2 Project Approach

The successful Bidder will be responsible for the full spectrum of supply, delivery, setting out, construction, quality control and defects attendance services. The Employer will appoint an Engineer (Internal or a Consultant) to monitor construction progress and quality. Regular progress payments, based on work actually performed at the Bidded rates, are envisaged. A defects liability period of 12 months will be applicable on this project.

3.3 Labour recruitment conditions

A Project Steering Committee (PSC) will be established and is a vital means of communication between all parties involved with the project. The composition of the PSC comprises representation by the Employer, the Engineer and formal structures within the community.

The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative may be also required to attend the monthly PSC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PSC.

PSC shall appoint a Community liaison officer (CLO). The duties of the CLO shall consist inter alia of the following:

- To be available on site daily between the hour of 07:00 and 17:00 and at other times as the need arises. His normal working day will extend from 07:00 in the morning until 17:00 in the afternoon.
- To communicate daily with regard to number and skills, to facilitate in labour disputes and to assist in their resolution.

- To attend all meetings in which the community and/or labour are present or are required to be represented.
- To attend all PSC meeting to report on labour.
- To assist in the identification and screening of labourers from the community in accordance with the contractor's requirements.
- To advise and inform temporary labourers of their conditions of employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- To keep a daily written record of his interviews and community liaison, labour force etc.
- To attend monthly site meetings and report in writing on labour and contract matters.
- Keeping a data base of available labour.
- All such other duties as agreed upon between all parties concerned.
- Compile a list of available skills in the area (skills audit).

PS 4 CONSTRUCTION PROGRAMME

PS 4.1 General

The submission of a construction programme as stated per Clause 5.6 of the General Conditions of Contract is compulsory.

- Before any work is to be commenced on the site (within a period as stated in Clause 5.6.1 of the General Conditions of Contract), the Contractor must submit a detailed project programme for the construction of the Works to the Engineer for his approval.

In preparation of the construction programme the Contractor must liaise with the Engineer and the programme must take into account the coordination of all activities. The programme must consist of a detailed schedule or block diagram covering all aspects of the Works and the planned time thereof must, with the Contract Period as time basis, be shown.

Rainfall conditions will be taken as abnormal when the average rainfall, as shown in Clause PS 8, is exceeded and the contractor must then apply in writing for extension of the contract period using Clause 5.12 of the Conditions of Contract.

The Contractor shall submit to the Engineer a realistic, detailed programme not later than 14 days after receipt of the Letter of Acceptance. The programme shall be in Gantt-chart format showing in detail how the Contractor proposes to complete the work covered by this contract by the Due Completion Date.

The following details must be stated:

- i. The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- ii. A budget of the value of completed work, month by month, for the full contract period.
- iii. The Contractor's plant commitment on the contract for every fortnight.
- iv. The critical path.

The programme shall be kept up to date. If a Contractor fails to maintain progress in terms of the programme, he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works before the Due Completion Date.

The approval of any programme by the Engineer shall have no contractual significance, other than satisfying the Engineer that the Work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. The Engineer will have the right to instruct the Contractor to revise the programme if necessitated by circumstances.

PS 4.2 Time for Completion

The maximum time allowed for the completion of the contract will be determined during the stage with the request to give quotations for a specific project (excluding special non-working days and the year-end break) from the Commencement Date.

PS 5 SITE FACILITIES AVAILABLE

PS 5.1 Water Supply

The Contractor must make his own arrangements for provision of fresh water on site for domestic and construction purposes.

The rates Bidded for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary.

PS 5.2 Power Supply

The Contractor must make his own arrangements for the provision of his own electrical requirements on site.

The rates Bidded for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works as required for construction purposes.

PS 6 FACILITIES REQUIRED ON SITE

PS 6.1 Facilities for the Engineer

No site office for the Engineer is required.

PS 6.2 Facilities for the Contractor

Site Establishment

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer and the Project Steering Committee (PSC). Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

Ablution and Sanitary Facilities:

The Contractor shall erect and maintain on the site proper ablution facilities. The Contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works remove it from the site.

PS 6.3 Laboratory Facilities

The contractor shall provide Laboratory facilities at an SABS accredited laboratory to conduct tests as required.

PS 6.4 Construction Notice Board (Name Board)

Construction Notice Board will be requested at quotation stage.

PS 6.5 Housing for the Engineer and/or his Representative

No housing is required for the Engineer or his Representative.

PS 6.6 Telephone Facilities

Telephone and facsimile facilities are not needed on the site.

PS 7 MANAGEMENT AND DISPOSAL OF WATER

The Contractor shall pay special attention to the management and disposal of water and storm water on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

PS 8 RAINFALL FIGURES

The following figures are applicable for Clause 5.12.1 of the Special Conditions of Contract.
INFORMATION SOURCE: WRC Report 1994

(Relevant information will be issued during the stage with the request to give quotations for a specific project.)

Rainfall station:					
Rainfall station:					
Period:					
Month	N _n	R _n	Month	N _n	R _n
January			July		
February			August		
March			September		
April			October		
May			November		
June			December		
Annual average:					

N_n = Average number of days on which a rainfall of 10 mm or more has been recorded.
R_n = Average monthly rainfall in mm

Extensions of time in respect of Clause 5.12 in the General Conditions of Contract for Construction Works (2015, 3rd Edition) in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:

$$V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$$

Where:

- V = Extension of time in calendar days in respect of the calendar month under consideration.
- N_w = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.
- N_n = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 10mm or more has been recorded for the calendar month.
- R_w = Actual average rainfall in mm recorded for the calendar month under consideration.
- R_n = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.
- X = 20mm

For purposes of the Contract N_n, R_n and N_n shall have those values assigned to them in the table above based on figures from the WRC report 1994.

If V is negative and its absolute value exceeds N_n, then V shall be taken as equal to minus N_n.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of N_n and R_n .

This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor ($N_w - N_n$) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor ($R_w - R_n$) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.

For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.

PS 9 SECURITY CLEARANCE OF PERSONNEL

Bidders to note that the Department may require that Security Clearance investigations be conducted on any number of the Bidder's personnel.

If so required by the Department, the Bidder must remove personnel as indicated immediately and ensure that they have no access to the works or documentation or any other information pertaining the site.

The Employer shall not be liable for any cost concerning the removal of personnel or the effect thereof on the execution of the work.

PS 10 HEALTH AND SAFETY

PS 10.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.5.

PS 10.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in Section C3.3, Part E of the Bid documents as part of the Particular Specifications.

(b) Bidder's Health and Safety Plan

The Bidder shall submit with the Bid his own documented Health and Safety Plan he proposes to be implement for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;

- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

PS 10.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices Bidded by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

PS 11 SUBCONTRACTORS

The Employer shall have the right to cede any sub-contract under this contract to a pre-approved subcontractor, in accordance with the provisions of Clause 4.4.4 of the General Conditions of Contract.

PS 12 DELAY IN COMPLETION

The Contractor shall organise the Works in such a manner that no delays occur. Delay due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be countenanced and full power is reserved by the Engineer to order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

PS 13 SUPPLY OF MATERIALS

All material to be used in the Works is to be supplied by the Contractor.

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.

Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.

PS 14 EXECUTION OF THE WORKS

PS 14.1 Inspection by the Engineer

No portion of the work shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer or his representative has inspected the work, the Contractor shall at his own cost expose the covered or hidden work for inspection. The Contractor shall also be responsible for making good any work damaged during the uncovering.

PS 15 EXISTING SERVICES

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Two weeks prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The contractor shall make provision in his programme for the location and/or shifting of services.

PS 16 LABOUR INTENSIVE SPECIFICATION

PS 16.1 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 3SH and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or, are registered for training towards, the skills programme outlined in Table 1.

All site supervisory staff in the employ of the contractor must have completed, a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

PS 17.2 Employment of unskilled and semi-skilled workers in labour-intensive works

PS 17.2.1 Requirements for the sourcing and engagement of labour.

Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The rate of pay set for a day task is 90% of the statutory daily wage applicable for the areas.

Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 5.2.1.3.

The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that has less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

PS 17.2.2 Specific provisions pertaining to SANS 1914-5

Training of targeted labour

- a) The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- b) The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- c) The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
- d) The contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- e) An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of (d) above.
- f) Proof of compliance with the requirements of (b) to (e) must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the standard, standardised and particular specifications, allowance is made for a choice

to be specified in the project specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains the necessary additional specifications required for this particular contract.

VARIATIONS TO REQUIREMENTS OF SPECIFICATIONS LISTED IN C3.1

PSAA **SABS 1200 AA : GENERAL (SMALL WORKS)**

None

PSC **SABS 1200 C: SITE CLEARANCE**

None

PSGA: **SABS 1200 GA: CONCRETE (SMALL WORKS)**

PSGA 5.1.2: Welding

Welding of reinforcement is permitted.

PSGA 5.4.1.6 Ready mixed concrete

Use of ready-mixed concrete is permitted and the manufacturer's quality control system will be acceptable.

PSGA 5.4.7 Concrete Curing

Where suitable water for curing of the concrete is not readily available, the contractor is to allow for the use of an approved curing compound.

C3.3 PARTICULAR SPECIFICATIONS

C3.3 PARTICULAR SPECIFICATIONS

PART E: Environmental Management

PART F: OHSA 1993 Health & Safety

PART E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

E.1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

E.2 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.). The EMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

E.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response give to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

E.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

E.5 Access

- Access to existing roads, schools, buildings, shop and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

E.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

E.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

E.8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

E.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

E.10 Grave sites

- Gravesites in close proximity to the road must not be disturbed during construction.

E.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.

- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills.
- The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

E.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working conditions and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

E.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

E.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

E.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

E.16 Soil Management

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.

- If necessary, an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

E.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

E.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

E.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

E.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The container is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, plant empty lime bags, contaminated wash water, etc) must be stored in leak proof containers and disposed of a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.

PART F: OHS 1993 HEALTH AND SAFETY SPECIFICATION

F1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- High pressure during testing of the pipe lines, which could result in potentially dangerous situations in the event of the pipeline or fittings failing
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

F2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **client** as defined in the Construction Regulations 2003. **Employer** and **client** is therefore interchangeable and shall be read in the context of the relevant document.
- (b) **Contractor** wherever used in the contract documents and in this specification, shall have the same meaning as **Contractor** as defined in the General Conditions of Contract.

In this specification the terms **principal contractor** and **contractor** are replaced with **Contractor** and **subcontractor** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHS 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) **Engineer** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on

behalf of the Employer (the client as defined in the Construction Regulations).

F3. BIDS

The Contractor shall submit the following with his Bid:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (c) a declaration to the effect that he made provision in his Bid for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his Bid, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

F4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be completed by Successful Bidder) of the Bid document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

F5. RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

F6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in

writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

F7. APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives

at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (f) Excavation work as described in Regulation 11;
- (g) Demolition work as described in Regulation 12;
- (h) Scaffolding work as described in Regulation 14;
- (i) Suspended platform operations as described in Regulation 15;
- (j) Material hoists as described in Regulation 17;
- (k) Batch plant operations as described in Regulation 18;
- (l) Explosive powered tools as described in Regulation 19;
- (m) Cranes as described in Regulation 20;
- (n) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
- (o) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (p) Stacking and storage on construction sites as described in Regulation 26; and
- (q) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

F8. RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHS Act 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));

- (j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

F9. CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chains (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles And mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

F10. MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit Bids for this contract, shall make provision in their Bids for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's Bidded rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's Bidded rates and prices.

PART H: CONSTRUCTION OF IRRIGATION SYSTEMS

H1 PROJECT SPECIFICATIONS

H1.1 Application and Status

These Project Specifications describe the Works to be executed by the Contractor under the Contract and set out the requirements for the Works as well as the minimum standards to be achieved by the Contractor.

These Project Specifications are supplementary to the Standard Specifications for construction of irrigation system (hereinafter referred to as the "Standard Specifications") and set out variations, additions and omissions to the Standard Specifications and as such, shall be construed and interpreted in conjunction with such Standard Specifications.

These Project Specifications set out the variations, additions and omissions which shall be applicable in the Contract to the Standard Specifications and should there exist any discrepancy, conflict or inconsistency between any part of the Standard Specifications and any part of these Project Specifications, the provisions of these Project Specifications shall take precedence and prevail in the Contract.

H1.2 Interpretation

Wherever reference is made within the Standard Specifications and/or these Project Specifications to the "Consultant", it shall be deemed to mean the "Engineer" as defined in the Conditions of Contract.

Wherever reference (if any) is made within the Standard Specifications and/or these Project Specifications to the "Implementing Agent", the "DARDLEA" or any party not being the "Employer", the Contractor, the Engineer, the Consultant, it shall be deemed to mean the Employer.

H1.3 Purpose and Scope

The Contract is for the construction and/or the rehabilitation of irrigation systems for Agricultural Projects and all Works associated therewith in accordance with:

- (1) the Information Provided to the Bidder as per Section 1 of this document,
- (2) any further details/instructions as may be ordered by the Employer or the Consultant.

The irrigation services are required for a period of three (3) years from the date of award and no specific quantity of work has been identified. The Contract is based on a Schedule of Rates with payment to be made on the basis of measured quantities and the bided rates.

The Scope of Work to be actually executed by the Contractor will be as decided by the Engineer in consultation with the Employer, as provided for in the Conditions of Contract. The work to be carried out during the currency of the contract may be given as separate batches (referred to in the Conditions of Contract as "Works Segments"). Each Works Segment to be executed by the Contractor will, from time to time during the currency of the Contract, be detailed in a written instruction by the Engineer as provided for in the Conditions of Contract.

In the event of breach by the Contractor of this requirement, the Engineer reserves the right to recommend to the Client to terminate the Contract in accordance with the provisions of Sub-Clause 58.(1)(b)(vi) of the Conditions of Contract.

Equipment brought onto the site may not be removed there from without the written permission of the Engineer. It will be the responsibility of the Contractor to arrive on site with all staff, equipment, materials and chemicals required to complete the work without interruption.

PART C 4: SITE INFORMATION

C4.1: LOCALITY PLAN

(The Site Information will be issued during the stage with the request to give quotations for a specific project.)

IRRIGATION INFRASTRUCTURE, MPUMALANGA PROVINCE

Item	Payment Refers	Description	Unit	Qty	Rate (R)	Amount (R)
1	SABS	SECTION A: PRELIMINARY & GENERAL				
	1200 AA					
1.1	8.3	<u>FIXED CHARGED ITEMS</u>				
1.1.1		Contractual requirements	sum	1		
1.2		<u>ESTABLISH FACILITIES ON THE SITE</u>				
1.2.1		Name board	no	2		
1.2.2		FACILITIES FOR CONTRACTOR				
1.2.2.1		Office and storage sheds(min 20m² office)	sum	1		
1.2.2.2		Living accomodation	sum	1		
1.2.2.3		Workshop	sum	1		
1.2.2.4		Water supply	sum	1		
1.2.2.5		Laboratories	sum	1		
1.2.2.6		Tools and equipment	sum	1		
1.2.2.7		Access	sum	1		
1.2.2.9		Other fixed charge obligations (specify)	sum	1		
1.2.2.10		De-establishment of site	sum	1		
Brought Forward						
1.3		<u>TIME RELATED ITEMS</u>		Qty		
		<u>FACILITIES FOR CONTRACTOR FOR THE DURATION OF CONSTRUCTION</u>			Rate	Amount
					(R)	(R)
1.3.1		Offices and storage sheds	month	1		

1.3.2		Living accommodation	month	1		
1.3.3		Ablution and toilet facilities	month	1		
1.3.4		Electric power	month	1		
1.3.5		Water supply	month	1		
1.3.6		Tools and equipments	month	1		
1.3.7		Other time related obligations (specify)	sum	1		
1.3.3.1		PROVISIONAL TERMS				
1.3.3.2		Community liaison officer	month	1		
1.3.4		STANDING TIME COSTS				
1.3.4.1	a	labour (rate only)	sum/	1		
			day			
1.3.4.2	b	other resources (rate only)	sum/	1		
			day			
1.3.5	8.4.3	OCCUPATIONAL HEALTH AND SAFETY MEASURES				
1.3.5.1	PSAA 8.4.3	Cost of health and safety measures required in terms of	sum	1		
		the Construction Regulations (2003) of the Occupational				
		Health and Safety act				
1.3.5.2		Compilation and maintenance & audit of a Health and Safety	sum	1		
		Plan, including Risk Assessments, Safe Work				
		Procedures and Method Statements				
1.2.5.3		Induction/training of staff to OHS and provision of Personal Protective Equipment	sum	1		
1.3.5.4		Provision of the First Aid kit on site, and OHS signage	sum	1		
1.3.5.5		Provision for COVID 19 (OHS measures in work places Covid-19 of 2020) The measures must include amongst others the sanitiser, masks, signs, etc for the duration of the contract	month	1		
1.3.5.6		Setting Out of Works by a nominated Surveyor	ha	1		
TOTAL CARRIED FORWARD TO SUMMARY						

IRRIGATION INFRASTRUCTURE , MPUMALANGA PROVINCE

Item	Payment Refers	Description	Unit	Qty	Rate (R)	Amount (R)
2		SECTION 2: LAND PREPARATIONS, ROADS AND EXCAVATIONS				
		Carry out the following operations as applicable:Supply, deliver, install, test and commission the following items				
2.1		CLEARING AND GRUBBING				
		Clearing and grubbing for infilled irrigation, removal of any foreign material such as roots, rocks, grass, shrubs, etc	ha	1		
2.2		LAND PREPARATION				
		Cross rip 600mm deep at 750mm spacing and remove all roots	ha	1		
		Heavy discing	ha	1		
		Light discing	ha	1		
		Construction of ridges:Ridging:1m wide and 400mm high ridges spaced at 1mc/c in the lateral direction	ha	1		
2.3		EXCAVATIONS &BACKFILLING				
2.3.1		Excavate in all materials for trenches, backfill, compact and dispose surplus material to a depth of 1200mm and base width of 600mm	m³	1		
2.3.2		Extra-over item(2.3.1) above for:				
		Intermediate excavation(boulder excavation)	m³	1		
		Hard rock excavation	m³	1		
		Construction of thrust blocks:Concrete 20Mpa/19mm mass concrete:	m³	1		
2.4		BEDDING(PIPES)				
2.4.1		From trench excavation				
2.4.1.1		150mm bedding from selected granular material	m³	1		
2.4.1.2		150mm blanket from selected fill material	m³	1		
2.4.2		From importation(Provisional)				
2.4.2.1		150mm bedding from selected granular material	m³	1		
2.4.2.2		150mm blanket from selected fill material	m³	1		
2.5		ROAD AND SOIL CONSERVATION STRUCTURES				

2.5.1		Shape 4m wide road by cutting side drains and filling to central camber, scarify to 150mm depth, moisture condition and compact to 93% MOD AASHTO density	m ²	1		
2.5.2		Import, place, spread, moisture condition and compact 4m wide x150mm deep gravel layer(G7) to 95% MOD AASHTO density(From local quarry, Rate to include transport from local quarry)	m ³	1		
2.5.3		Grassed waterways(Kikuyu or equivalent)	m ²	1		
TOTAL CARRIED FORWARD TO SUMMARY						

IRRIGATION INFRASTRUCTURE , MPUMALANGA PROVINCE

Item	Payment Refers	Description	Unit	Qty	Rate (R)	Amount (R)
3		SECTION 3: INFIELD IRRIGATION				
		Carry out the following operations as applicable: Supply, deliver, install, test and commission the following items				
3.1		MEDIUM PRESSURE PIPELINES				
		Supply, lay and bed pipes uPVC to SABS 966 complete with couplings				
3.1.1		315mm Class 6	6m	1		
3.1.2		250mm Class 6	6m	1		
3.1.3		200mm Class 6	6m	1		
3.1.4		160mm Class 6	6m	1		
		125mm Class 6	6m	1		
3.1.5		110mm Class 6	6m	1		
3.1.6		90mm Class 6	6m	1		
3.1.7		75mm Class 6	6m	1		
3.1.8		63mm Class 6	6m	1		
3.1.9		50mm Class 6	6m	1		
		MEDIUM PRESSURE PIPELINES				
		Supply, lay and bed pipes HDPE to SABS complete with couplings				
		200mm Class 10	6m	1		
		160mm Class 10	6m	1		
		125mm Class 6	6m	1		
		110mm Class 6	50m	1		
		90mm Class 6	50m	1		

	75mm Class 6	50m	1		
	63mm Class 6	100m	1		
	50mm Class 6	100m	1		
	40mm Class 6	100m	1		
	32mm Class 6	100m	1		
	25mm Class 6	100m	1		
	LOW PRESSURE PIPELINES				
	Supply, lay and bed pipes LDPE to SABS complete with couplings				
	110mm Class 6	50m	1		
	80mm Class 6	50m	1		
	65mm Class 6	100m	1		
	50mm Class 6	100m	1		
	40mm Class 6	100m	1		
	32mm Class 6	100m	1		
	25mm Class 6	100m	1		
	HIGH PRESSURE GALVANISED STEEL PIPES FLANGED BOTH ENDS				
	Supply, lay and bed pipes steel Pipes to SABS complete with fittings(gaskets, bolts&nuts)				
	250mm	6m	1		
	200mm	6m	1		
	150mm	6m	1		
	100mm	6m	1		
	80mm	6m	1		
	Supply&install steel foot valve to SABS complete with fittings(gaskets, bolts&nuts)				

		250mm	No	1		
		200mm	No	1		
		150mm	No	1		
		100mm	No	1		
		80mm	No	1		
		Supply&install steel butterfly valve to SABS complete with fittings(gaskets, bolts&nuts)				
		250mm	No	1		
		200mm	No	1		
		150mm	No	1		
		100mm	No	1		
		80mm	No	1		
		Supply&install steel 90 Degrees Elbow to SABS complete with fittings(gaskets, bolts & nuts)				
		250mm	No	1		
		200mm	No	1		
		150mm	No	1		
		100mm	No	1		
		80mm	No	1		
		Supply&install steel eccentric reducers to SABS complete with fittings(gaskets, bolts & nuts)				
		250mmx200mm	No	1		
		250mmx150mm	No	1		
		250mmx100mm	No	1		
		250mmx80	No	1		

		200mmx150mm	No	1		
		200mmx100mm	No	1		
		200mmx80mm	No	1		
		150mmx100mm	No	1		
		150mmx80mm	No	1		
		100mmx80mm	No	1		
		Supply&install steel concentric reducers to SABS complete with fittings(gaskets, bolts & nuts)				
		250mmx200mm	No	1		
		250mmx150mm	No	1		
		250mmx100mm	No	1		
		250mmx80	No	1		
		200mmx150mm	No	1		
		200mmx100mm	No	1		
		200mmx80mm	No	1		
		150mmx100mm	No	1		
		150mmx80mm	No	1		
		100mmx80mm	No	1		
		Supply&install steel butterfly valve with gearbox to SABS complete with fittings(gaskets, bolts & nuts)				
		250mm	No	1		
		200mm	No	1		
		150mm	No	1		
		100mm	No	1		

		80mm	No	1		
		Supply&install steel non-return valve to SABS complete with fittings(gaskets, bolts & nuts)				
		250mm	No	1		
		200mm	No	1		
		150mm	No	1		
		100mm	No	1		
		Supply&install air valves to SABS complete with fittings(gaskets, bolts & nuts)				
		25mm Nylomatic Valve				
		25mm Dual Purpose Air Valve				
		50mm Dual Purpose Air Valve				
		80mm Dual Purpose Air Valve				

3.2		PVC Booseng fittings(Class 6) for PVC pipes complete with insert rubber rings				
		250mmx 90 Degrees Elbow				
		200mmx 90 Degrees Elbow				
		160mmx 90 Degrees Elbow				
3.2.1		125mmx 90 Degrees Elbow	No	1		
		110mmx 90 Degrees Elbow	No	No		
		90mmx 90 Degrees Elbow	No	1		
		75mmx 90 Degrees Elbow	No	1		
		63mmx 90 Degrees Elbow	No	1		
		50mmx 90 Degrees Elbow	No	1		
3.2.2		250mm Equal Tee	No	1		
		200mm Equal Tee	No	1		
		160mm Equal Tee	No	1		
		125mm Equal Tee	No	1		
		110mm Equal Tee	No	1		
		90mm Equal Tee	No	1		
		75mm Equal Tee	No	1		
		63mm Equal Tee	No	1		
		50mm Equal Tee	No	1		
3.2.3		250mmx200mm Reducer	No	1		
		200mmx160mm Reducer	No	1		
		160mmx125mm Reducer	No	1		

		125mmx110mm Reducer	No	1		
		110mmx90mm Reducer	No	1		
		90mmx75mm Reducer	No	1		
		75mmx63mm Reducer	No	1		
		110mmx90mm Reducer	No	1		
3.2.4		90mmx75mm Reducer	No	1		
3.2.5		75mmx63mm Reducer	No	1		
3.2.6		63mmx50mm Reducer	No	1		
3.3		CLUSTERS				
3.3.1		100mmx125mm Steel to PVC Flanged Adaptor	No	1		
3.3.2		100mm x90 Degrees Steel Elbow Flanged on both Ends(Table to match Flanged adaptor)	No	1		
3.3.3		100mmx2000mm Steel Pipe Flanged on Both Ends(Table to match)	No	1		
3.3.4		100mm Square T-Piece(Flanged Both Ends)	No	1		
3.3.5		100mmx25mm Male Reducing Piece(to connect 25mm nylomatic valve)	No	1		
3.3.7		100mm Steel Union (Threaded on both ends)	No	1		
3.3.8		100mm semi automatic brushaway plastic screen filter, minimum of 200micron filtration ability	No	1		
		100mmx125mm Steel to PVC Flanged Adaptor	No	1		
		80mm x90 Degrees Steel Elbow Flanged on both Ends(Table to match Flanged adaptor)	No	1		
		80mmx2000mm Steel Pipe Flanged on Both Ends(Table to match)	No	1		
		80mm Square T-Piece(Flanged Both Ends)	No	1		
		80mmx25mm Male Reducing Piece(to connect 25mm nylomatic valve)	No	1		
		25mm Nylomatic Valve	No	1		
		80mm Steel Union (Threaded on both ends)	No	1		

		80mm semi automatic brushaway plastic screen filter, minimum of 200micron filtration ability	No	1		
		50mm x90 Degrees Steel Elbow Flanged on both Ends(Table to match Flanged adaptor)	No	1		
		50mmx2000mm Steel Pipe Flanged on Both Ends(Table to match)	No	1		
		50mm Square T-Piece(Flanged Both Ends)	No	1		
		50mmx25mm Male Reducing Piece(to connect 25mm pneumatic valve)	No	1		
		50mm Steel Union (Threaded on both ends)	No	1		
		50mm semi automatic brushaway plastic screen filter, minimum of 200micron filtration ability	No	1		
		Saddle Clamp c/w Reinforcement Ring 125 x 32m	No	1		
		Saddle Clamp c/w Reinforcement Ring 110 x 32m	No	1		
		Saddle Clamp c/w Reinforcement Ring 90 x 32m	No	1		
		Saddle Clamp c/w Reinforcement Ring 75 x 32m	No	1		
		Saddle Clamp c/w Reinforcement Ring 63 x 32m	No	1		
		Saddle Clamp c/w Reinforcement Ring 50 x 32m	No	1		
		Saddle Clamp c/w Reinforcement Ring 125 x 25m	No	1		
		Saddle Clamp c/w Reinforcement Ring 110 x 25m	No	1		
		Saddle Clamp c/w Reinforcement Ring 90 x 25m	No	1		
		Saddle Clamp c/w Reinforcement Ring 75 x 25m	No	1		
		Saddle Clamp c/w Reinforcement Ring 63 x 25m	No	1		
		Saddle Clamp c/w Reinforcement Ring 50 x 25m	No	1		
		Saddle Clamp c/w Reinforcement Ring 125 x 20m	No	1		
		Saddle Clamp c/w Reinforcement Ring 110 x 20m	No	1		
		Saddle Clamp c/w Reinforcement Ring 90 x 20m	No	1		

		Saddle Clamp c/w Reinforcement Ring 75 x 20m	No	1	
		Saddle Clamp c/w Reinforcement Ring 63 x 20m	No	1	
		Saddle Clamp c/w Reinforcement Ring 50 x 20m	No	1	
		Adaptor Nylon Male Threaded 32mm	No	1	
		Adaptor Nylon Male Threaded 25mm	No	1	
		Adaptor Nylon Male Threaded 20mm	No	1	
		Elbow Nylon 32mm	No	1	
		Elbow Nylon 25mm	No	1	
		Elbow Nylon 20mm	No	1	
		Clamp 19-44mm	No	1	
		Micro Sprinkler c/w Swivel 1.2mm brown nozzle 50l/hr @ 16m operating pressure and 400mm Peg and 600mm Tube with	No	1	
		Center Pivot & Accessories			
		Type: Non towable (7.4 ha)	Sum	1	
		Type: Non towable (10 ha)	Sum	1	
		Type: Non towable (14.4 ha)	Sum	1	
		Type: Non towable (22 ha)	Sum	1	
		Type: Non towable (24 ha)	Sum	1	
		Type: Non towable (33 ha)	Sum	1	
		Type: Non towable (40 ha)	Sum	1	
		2x 56.7m spans and 26.8 overhang x 127mm Ø Galv. Iron Lateral line, c/w I-WOBLERS sprinkler package			
		2 x 13.6 x 24 sets of tyres			
		1 x Run light			
		1 x Pump shut down unit			
		1 x Low-pressure switch			
		1 x Earth spike			
		1 x Modular main control panel with direct mm adjustments			
		Concrete Pivot Bases			
		concrete Base for pivots			
		a) Concrete slabs class 20/19	m³	1	

		b) Foam work, rough	m ²	1		
		Reinforcement				
		a) High Tensile reinforcing Y10 in surface bed	kg	1		
		b) High tensile mesh ref No 254 in slabs	kg	1		
3.4		DRIPPERLINES				
		Supply, deliver and lay pipes LDPE to SABS 966 complete with couplings				
3.4.1		LDPE Dripperline: 3l/hr @0.6m emitter spacing, 3mm thick, 20mm outside diameter and 17.5mm internal	m	1		
		Lateral lines				
		Supply, deliver, install and test and commission 6m x 75mm aluminium complete with quick couplings for a 20mm riser pipe.	Sum	1		
		Supply, deliver, install and test 6m x 75mm plain aluminium complete with quick couplings	Sum	1		
		Supply, deliver, install and test 1m x 20mm galvanised steel riser pipes TBE	Sum	1		
		Sprinklers				
		Supply, deliver, install and test brass sprinklers with the following specifications:	Sum	1		
		Nozzle size: 4.0mm				
		Spacing: 9m x 15m				
		Operating pressure: 350				
		Discharge: 1.16 m ³ /hr				
		Application rate: 8.59mm/hr				
3.4.2		16mm Barb Connectors	No	100		
3.4.3		Elbow barb 16mmx16mm	No	100		
3.4.4		15mm LDPE Blind Pipe	m	100		
3.5		FLUSH ENDS				
3.5.1		50mm x 90 Degrees Compression Elbow	No	1		
3.5.2		50mmx3000mm HDPE Pipe(cut to 1.5m for flush valves)	No	1		
3.5.3		50mm ball valve(Plastic)	No	1		
		DRIP IRRIGATION				

		Starter Connector + Grommet 12mm + Black Ring	no	1		
		Starter Connector + Grommet 16mm + Black Ring	no	1		
		Starter Connector + Grommet 20mm + Black Ring	no	1		
		Drip saddle (Starter Connectors PE) For 12mm	no	1		
		Drip saddle (Starter Connectors PE) For 16mm	no	1		
		Drip saddle (Starter Connectors PE) For 20mm	no	1		
		Pipe Blank (Blind Pipe) 12 mm	m	1		
		Pipe Blank (Blind Pipe) 16 mm	m	1		
		Pipe Blank(Blind Pipe)20mm	m	1		
		Elbow barb 12mmx12mm	No	1		
		Elbow barb 16mmx16mm	No	1		
		Elbow barb 20mm x 20mm	No	1		
		Drip Coupling 12mm	No	1		
		Drip Coupling 16mm	No	1		
		Drip Coupling 20mm	No	1		
		Non Compensating Drip Line 12 mm x 1.0/hr @ 0.3 m spacing (0,9 to 1,2 mm thickness)	m	1		
		Non Compensating Drip Line 16 mm x 1.0/hr @ 0.3 m spacing (0,9 to 1,2 mm thickness)	m	1		
		Non Compensating Drip Line 20 mm x 1.0/hr @ 0.3 m spacing (0,9 to 1,2 mm thickness)				
		Compensating Drip Line 12mm x 1.0/hr @ 0.3 m spacing (0,9 to 1,2 mm thickness)	m	1		
		Compensating Drip Line 16 mm x 1.0/hr @ 0.3 m spacing (0,9 to 1,2 mm thickness)	m	1		
		Compensating Drip Line 20mm x 1.0/hr @ 0.3 m spacing (0,9 to 1,2 mm thickness)	m	1		
		Compression Fittings				
		Compression Male Adopter 40mm x 40mm	No	1		
		Compression Male Adopter 50mm x 50mm	No	1		
		Compression Male Adopter 63mm x 65mm	No	1		
		Compression Male Adopter 75mm x 50mm	No	1		
		Compression Male Adopter 90mm x 80mm	No	1		
		Compression Female Adopter 40mm x 40mm	No	1		
		Compression Female Adopter 40mm x 40mm	No	1		
		Compression Female Adopter 40mm x 40mm	No	1		
		Compression Female Adopter 40mm x 40mm	No	1		
		Compression Female Adopter 40mm x 40mm	No	1		
		Compression Reducing coupler 40mm x 32mm	No	1		
		Compression Reducing coupling 50mm x 40mm	No	1		

		Compression Reducing coupling 63mm x 50mm	No	1		
		Compression Reducing coupling 75mm x 50mm	No	1		
		Compression Reducing coupling 90mm x 63mm	No	1		
		Compression Reducing coupling 110mm x 90mm	No	1		
		Compression Elbow 40mm	No	1		
		Compression Elbow 50mm	No	1		
		Compression Elbow 63mm	No	1		
		Compression Elbow 75mm	No	1		
		Compression Elbow 90mm	No	1		
		Compression Elbow 110mm	No	1		
		Compression Equal Tee 40mm	No	1		
		Compression Equal Tee 50mm	No	1		
		Compression Equal Tee 63mm	No	1		
		Compression Equal Tee 75mm	No	1		
		Compression Equal Tee 90mm	No	1		
		Compression Equal Tee 110mm	No	1		
		GALVANISED FITTINGS				
		Galvanised Elbow 40mm	No	1		
		Galvanised Elbow 50mm	No	1		
		Galvanised Elbow 65mm	No	1		
		Galvanised Elbow 80mm	No	1		
		Galvanised Elbow 100mm	No	1		
		Galvanised Elbow 150mm	No	1		
		Galvanised Equal Tee 40mm	No	1		
		Galvanised Equal Tee 50mm	No	1		
		Galvanised Equal Tee 65mm	No	1		
		Galvanised Equal Tee 80mm	No	1		
		Galvanised Equal Tee 100mm	No	1		
		Galvanised Cross 40mm	No	1		
		Galvanised Cross 50mm	No	1		
		Galvanised Cross 65mm	No	1		
		Galvanised Cross 80mm	No	1		
		Galvanised Cross 100mm	No	1		
		Galvanised socket 40mm	No	1		
		Galvanised socket 50mm	No	1		
		Galvanised socket 65mm	No	1		
		Galvanised socket 80mm	No	1		

		Galvanised socket 100mm	No	1		
		Galvanised socket 150mm	No	1		
		Galvanised union 40mm	No	1		
		Galvanised union 50mm	No	1		
		Galvanised union 65mm	No	1		
		Galvanised union 80mm	No	1		
		Galvanised union 100mm	No	1		
		Galvanised union 150mm	No	1		
		Galvanised Barrel nipple 40mm	No	1		
		Galvanised Barrel nipple 50mm	No	1		
		Galvanised Barrel nipple 65mm	No	1		
		Galvanised Barrel nipple 80mm	No	1		
		Galvanised Barrel nipple 100mm	No	1		
		Galvanised Barrel nipple 150mm	No	1		
Total carried forward to summary						

IRRIGATION INFRASTRUCTURE , MPUMALANGA PROVINCE

Item	Payment Refers	Description	Unit	Qty	Rate (R)	Amount (R)
4		SECTION 4: PUMP STATION&EQUIPMENTS				
		Supply, deliver, install, test and commission of the following:				
4.1		CONSTRUCTION OF PUMP HOUSE				
		SITE CLEARANACE,EXCAVATION &CONCRETE WORKS				
4.1.1		Clear off the site to remove top soil and vegetation to an average depth of 150 mm to remove loose soil	m ²	1		
4.1.2		Excavation ordinary soil to a maximum depth of 1000mm and 400mm wide from reduced level for dwarf wall	m ³	1		
		a)Intermediate rock excavation	m ³	1		
		b)Hard rock excavation	m ³	1		
4.1.4		Cast in-situ 20/19 concrete to foundations as per drawings specification	m ³	1		
		(a) Y10 Bar (12mm/6m) 5.6 kg Foundation Reinforcing Bars. Rate includes buying, and also installation.	No	1		
		(b) R8 Round Bar for Foundation Reinforcing. Rate includes buying, bending the bars, and also installation.	No	1		
4.1.5		Fill around foundation with selected and non expansive granular material brought from the excavations or outside and well ram in layers not exceeding 200mm thick by sprinkling water using and hand compactor	Sum	1		
4.1.6		Cart away all surplus material to distance not more than 10km from site,	m ³	1		
4.1.7		Backfill with imported G5 material in layers not exceeding 150 mm compacted to 93% of modified AASHTO to construct the base floor	m ³	1		
4.1.8		Supply and install 375µm embossed stepped DPC membrane under all surface beds	m ²	1		
4.1.9		Cast 150 mm thick in-situ 20/19 concrete to the base floor	m ³	1		
4.1.10		Supply, deliver and install mesh wire ref no 193 with 4mm galvanised binding wire	m ²	1		
		BUILDING WORKS:Including for DPC and Brickforce (In every thir d course):				
4.1.11		Build a 220mm wide wall, Clay stock semi- face-brick to specified heights not exceed 2.1m	m ²	1		

4.1.12		Build a 220mm wide honeycomb wall, Clay stock semi- face-brick not more than 4m2 on either side of the pump station as per the Engineer's instructions.	m ²	1		
4.1.13		Supply, deliver, install, test and commission 2 X 813x2035mm mild steel custom made door complete with locking mechanism, burglar gate, heavy duty padlock and hinges.	Sum	1		
4.1.15		Supply, deliver, install, test and commission I-beam 200mmx200mmx6000mm, 12mm web thickness and hoisting mechanism for the pumpset (Rate to include installation and training of beneficiaries on the use of the system). Systems should be able to lift at least 0.5 ton	Sum	1		
4.1.16		Supply, deliver, install, test and commission 0.5mm IBR roof structure for pump station complete with purlines, sisalation, screws, etc to completely cover the buildings	m ²	1		
4.3		BUFFER STORAGE				
4.3.1		Galvanised reinforced steel tank 1086 000 L(10,86kL), 17.95 ø by 4.95m high complete with 1mm liner, dome roof, ring beam, 4.29m internal and external ladder, 100mm inlet, overflow, butterfly valve, downpipe and overflow pipe, 150mm outlet pipe, butterfly valve, and all accessories as may be required	Sum	1		
4.4		POWER SUPPLY				
4.4.1		Supply, deliver, install, test and commission 25kVA transformer complete with electrical reticulation from the	Sum	1		
		Supply, deliver, install, test and commission 50kVA transformer complete with electrical reticulation from the transformer to the pump station including cabling and accessories	Sum	1		
		Supply, deliver, install, test and commission 100kVA transformer complete with electrical reticulation from the transformer to the pump station including cabling and accessories	Sum	1		
		Supply, deliver, install, test and commission 150kVA transformer complete with electrical reticulation from the transformer to the pump station including cabling and accessories	Sum	1		
4.4.2		Testing and commissioning of the irrigation system (includes training of beneficiaries on the correct use of the irrigation system and maintenance, inclusive of training manuals)	Sum	1		
		PUMPS AND ELECTRICAL MOTORS				
		Supply, deliver, install, test and commission a centrifugal pump coupled with electrical motor that can deliver 100 m ³ /hour with a total head 100m	Sum	1		
		Suitable electrical soft starter control unit for motors complete with accessories and control panel for the above item	Sum	1		

		Supply, deliver, install, test and commission a centrifugal pump coupled with electrical motor that can deliver 200 m ³ /hour with a total head 100m	Sum	1		
		Suitable electrical soft starter control unit for motors complete with accessories and control panel for the above item	Sum	1		
		Supply, deliver, install, test and commission a centrifugal pump coupled with electrical motor that can deliver 300 m ³ /hour with a total head 100m	Sum	1		
		Suitable electrical soft starter control unit for motors complete with accessories and control panel for the above item	Sum	1		
		ELECTRICAL CABLES				
		Supply, deliver, install, test and commission four core armoured cable 16mm with lugs	m	1		
		Supply, deliver, install, test and commission four core armoured cable 25mm with lugs	m	1		
		FILTERS				
		Supply, deliver, install, test and commission a filter with flow rate of 100 m ³ /hour with a total head 100m, 100 microns, including water meter and pressure guage	Sum	1		
		Supply, deliver, install, test and commission a filter with flow rate of 200 m ³ /hour with a total head 100m, 100 microns including water meter and pressure guage	Sum	1		
		Supply, deliver, install, test and commission a filter with flow rate of 300 m ³ /hour with a total head 100m, 100 microns including water meter and pressure guage	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

IRRIGATION INFRASTRUCTURE , MPUMALANGA PROVINCE

SCHEDULE	Description	Amount
A	PRELIMINARY AND GENERAL	
B	LAND PREPARATION	
C	IRRIGATION	
D	PUMP STATION	
SUB-TOTAL A		
10% Contingencies		
SUB-TOTAL B		
Add 15% VAT		
TOTAL FIRM OFFER FOR YEAR 1		

YEAR 2	
ESCALATION PERCENTAGE	%
TOTAL AMOUNT	
TOTAL FIRM PRICE FOR YEAR 2	

YEAR 3	
ESCALATION PERCENTAGE	%
TOTAL AMOUNT	
TOTAL FIRM PRICE FOR YEAR 3	

Local Content Declaration - Summary Schedule

Note: VAR to be excluded from all calculations

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Signature of tenderer from Annex B

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Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

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Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

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Signature of tenderer from Annex B

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Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

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Signature of tenderer from Annex B					
		(C20) Total tender value	R 0		
		(C21) Total Exempt imported content		R 0	
		(C22) Total Tender value net of exempt imported content		R 0	
		(C23) Total Imported content		R 0	
		(C24) Total local content		R 0	
		(C25) Average local content % of tender			
Date:					

Signature of tenderer from Annex B

Date: _____

**Application for a Tax Clearance Certificate****Purpose**Select the applicable option ☐ Tenders ☐ Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)			
Trading name (if applicable)			
ID/Passport no		Company/Close Corp. registered no	
Income Tax ref no		PAYE ref no	7
VAT registration no	4	SDL ref no	L
Customs code		UIF ref no	U
Telephone no		Fax no	
E-mail address			
Physical address			
Postal address			

Particulars of representative (Public Officer/Trustee/Partner)

Surname			
First names			
ID/Passport no		Income Tax ref no	
Telephone no		Fax no	
E-mail address			
Physical address			

Particulars of tender (If applicable)Tender number Estimated Tender amount R Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?..... YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - falls or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

.....

.....

.....

YES/NO

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

YES/NO

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

May 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

3. POINTS AWARDED FOR PRICE

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

90/10

or

$$P_{\min} = \text{Price of lowest acceptable bid}$$

Page 2 of 5

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 **TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 **COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁹ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

⁹ 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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)
34.	Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier'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.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier 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.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser 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 goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, 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:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the 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.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the 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.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the 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 purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.