BID ADVERTISEMENT FORM

Bid description	[Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia					
Bid number	[NC/DALQ/1949					
Local content	This bid is advertised in terms of the National Treasury Designated Sectors Instruction Number 15 of 2016/2017. Invitation and Evaluation of bids based on a stipulated minimum threshold of conversion processes for local production and content for steel products and components for construction. Steel 100% Laminated PV Modules 15% Module frame 90% DC combiner boxes 65% Inverter 40% Mounting Structure 90% High density polyethylene pipe 100%					
Name of institution	Depar	tment of	Agriculture, Land Reform	a & Rural De	evelopme	nt
The place where goods, works, or services are required	Boonste Onderstevlei 200km north of Calvinia					
Closing date and time	Date	[26 No	vember 2020		Time	11:00 am
Contact details	Postal address Physical address		Department of Agriculture Private Bag X5018 Kimberley 8300 Attention: Ms Kushane			
			Department of Agriculture 162 George Street Kimberley 8300 Attention: Ms Kushane			
	Tel. no).	053 838 9170			
	Fax no).	053 838 9151			
	E-mail		jkushane@ncpg.gov.za			
	Contact L Boks [027 712 1315					
Where bids can be collected	[Bid Documents will be handed out at Compulsory Site Briefing (site can only be accessed via gravel road) Failure to attend this meeting will lead to automatic disqualification and no service provider arriving after 10:00 will be allowed into the meeting]					
Where bids should be delivered	162 George Street, Kimberley 8300					
Category (refer to annexure A)	GRADE [1GB/ 1EP/ 1ME or Higher and 80/20 point system					
Sector	Other					



Region	[Namakwa	
	Date	17 November 2020
	Time	[10:00 am
Compulsory briefing session/site visit	Venue	[The Meeting point will be at the Kaap-Agri Building in Kliprand (Western Cape Province) on the 17th November 2020 starting at 10:00 am (site can only be accessed via gravel road). The people present will then follow the project leader to the farm Boonste Onderstevlei where the meeting will start on arrival. All the inspections of the works to be constructed will be discussed and pointed out. Failure to attend this meeting will lead to automatic disqualification and no service provider arriving after 10:00 will be allowed into the meeting

PROVINCE OF THE NORTHERN CAPE

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT



agriculture, land reform & rural development

Department: agriculture, land reform & rural development NORTHERN CAPE PROVINCE REPUBLIC OF SOUTH AFRICA

FORMAL PRICE QUOTATION UP TO R500 000-00

DESCRIPTION: Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia

PROJECT NAME: Commercialization of Black producers FUND: CASP _____CLOSING DATE: 26 November 2020

PROJECT LEADER

[L Boks

TEL: [027 712 1315 FAX: [027 712 2270

EMAIL: [lalizianboks2@gmail.com

BID NO: [NC/DALQ/	119	149
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BIDDER NAME



REFERENCED INDEX TO PARTS OTHER THAN BILLS OF QUANTITIES

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SUMMARY FOR TENDER OPENING PURPOSES

[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender]

Name of contractor submitting the tender: Tender amount (as stated in the Form of Offer): R
Amount in words
Preferences claimed:(Yes / No)
If "Yes" state B-BBEE Rating:
Specified time for completion: :[30 days
Alternative time for completion offered?(Yes / No)
If "Yes", state time offered
Discounts offered?(Yes / No)
Details of discounts offered:
Prices Valid for 90 days :(Yes / No)
If "No" state Prices validity:
Details of contact person:
Name (<i>Print</i>):
Telephone No:Fax No :Fax No :
E-mail address:
Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.
SIGNATURE ON BEHALF OF TENDERER:

QUOTATION NR: NC/DALQ/1949



REMINDER: PLEASE TAKE NOTE

IT CAME TO THE ATTENTION OF THE DEPARTMENT THAT PREVENTABLE MISTAKES OCCUR IN THE COMPLETION OF YOUR BID DOCUMENTS. THIS LEADS TO YOUR BIDS BEING INVALIDATED AND/OR DISQUALIFIED AND LOSING BBB-EE POINTS.

THE MOST COMMON MISTAKES ARE THE FOLLOWING:

- 1. COPY OF ID & COMPANY REGISTRATION (CERTIFIED)
- 2. NON INCLUSION OF ORIGINAL TAX CLEARANCE/SARS PIN
- THE USE OF CORRECTIONAL FLUID/TAPE
- 4. THE INCLUSION OF AN UNCERTIFIED COPY OF A SANAS ACREDIDATE BBB-FF CERTIFICATE/ A COPY OF A SWORN BBB-EE AFFIDAVIT
- 5. THE OMISSION OF A FINAL BID PRICE
- 6. THE OMISSION OF THE DELIVERY PERIOD
- 7. PLEASE DOUBLE CHECK YOUR CALCULATIONS AS MISCALCULATIONS LEADS
 TO UNNECESSARY DELAYS AND MAY ALSO LEAD TO INVALIDATION
- 8 FAILURE TO SIGN ANY FORM WHERE YOUR SIGNATURE IS REQUIRED, WILL LEAD TO DISQUALIFICATION
- 9. TO INCLUDE CSD REGISTRATION OR UNIQUE SUPPLIER NUMBER

THE PRICE QUOTATION BOX IS SITUATED AT **TEMOTHUO HOUSE**, **162 GEORGE STREET**, **KIMBERLEY** AT THE MAIN ENTRANCE TO THE DEPARTMENT (NOT THE STREET ENTRANCE). PLEASE ENSURE THAT YOUR BIDS ARE DEPOSITED IN THIS BOX BEFORE THE OFFICIAL CLOSING TIME AND DATE OF THE BID.

QUOTATION NR: NC/DALQ/1949



FORM OF OFFER AND ACCEPTANCE

1. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

[Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS

	Rand (in words);
R	(in figures)
Acceptance a validity stated	ay be accepted by the Employer by signing the Acceptance part of this Form of Offer and and returning one copy of this document to the Tenderer before the end of the period of in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor ons of Contract identified in the Contract Data.
For the Tend	erer:
Signature	
Name	
Capacity	
Name and ac	ldress of organisation :
	gnature of witness :
Signature	
Name	
Date	

DESCRIPTION: Supply, Delivery and construction of stock water system at farm

Boonste Onderstevlei 200km North from Calvinia

QUOTATION NR:[NC/DALQ/1949



2. ACCEPTANCE

For the **Employer**:

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part C1: Agreements and Contract Data (which includes this Agreement)

Part C2: Pricing Data Part C3: Scope of Work Part C4: Site Information.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall, within two weeks after receiving a completed copy of this Agreement including the Schedule of Deviation (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the 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 at, or just after, the date this Agreement comes into effect. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor), within five 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	
Name	Mr L. M. M. Wa Modisei
Capacity	Head of Department
Name and add	ress of organisation:
Department of	Agriculture, Land Reform and Rural Development Northern Cape Province,
162 Goerge St	reet, Kimberley 8301
Name and sign	ature of witness:
Signature	
Name	Mr M Dibane
Date	



3. SCHEDULE OF DEVIATIONS

Notes:

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

1.	Subject
	Details
2.	Subject
	Details
3.	Subject
	Details
4.	Subject
	Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.



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

For the Tendere	Pr .	For the Em	ployer
		Signature(3)
***************************************		Name(s)	Mr L. M. M. Modisei
		Capacity	Head of Department
Name and addre	ess of organization	Name and	address of organization
		162 Goerg	e Street, Kimberley 8301
		Witness Si	gnature
		Witness Na	ame Mr M Dibane
		Date	
from the Emplo		part of this	of this Agreement hereby confirms receipt agreement, of one fully completed originals (if any) today:
the		(day)	
of		(montl	n)
20 (year)			
at		(place)
For the Contrac	tor:		
Signature			
Name			
Capacity			
Signature and r	name of witness:		
Signature		•••••	
Name			

QUOTATION NR:[NC/DALQ/1949



T1.1: TENDER NOTICE AND INVITATION TO TENDER

The Northern Cape: Department of Agriculture Land Reform And Rural Development hereby invites tenders for the [Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia

The work entails: [the supply, delivery and construction of stock water system at farm Boonste Onderstevlei 200km North of Calvinia.

It is estimated that tenderers should have a CIDB contractor grading designation of [1GB/ 1EP/ 1ME or higher.

Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than the latest CIDB promulgated contractor grading designation, determined in accordance with the sum tendered will be eligible to tender.

A 80/20 point system is applicable to this bid. A B-BBEE status level verification must be submitted in order to qualify for preference points.

QUOTATION NR:[NC/DALQ/1949



The physical address for collection of tender documents is:

162 George Street Kimberley

8301

[Bid Documents will be handed out at Compulsory Site Briefing (site can only be accessed via gravel road) Failure to attend this meeting will lead to automatic disqualification and no service provider arriving after 10:00 will be allowed into the meeting]

Documents may be collected during working hours from 07H45 till 16H00

Queries relating to the issue of these documents may be addressed to:

Ms J Kushane:

Tel No. 087 630 0387 Fax No. 086 7718786

e mail: jkushane@ncpg.gov.za

Project Leader: L Boks Contact No.: 027 712 1315 Email: lalizianboks2@gmail.com

A compulsory clarification meeting with representatives of the Employer will take place at The Meeting point will be at the Kaap-Agri Building in Kliprand (Western Cape Province) on the 17th November 2020 starting at 10:00 am (site can only be accessed via gravel road). The people present will then follow the project leader to the farm Boonste Onderstevlei where the meeting will start on arrival. All the inspections of the works to be constructed will be discussed and pointed out. Failure to attend this meeting will lead to automatic disqualification and no service provider arriving after 10:00 will be allowed into the meeting. Co –ordinates: [30°35'41"S - 18°41'15"E

The closing time for receipt of tenders is 11:00 am on the 26 November 2020 . Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data

QUOTATION NR: NC/DALQ/1949



T1.2: TENDER DATA

The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard Conditions of Tender.

SANS 10845-3 make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3

Each item of data given below is cross-referenced to the clause in the SANS 10845-3 to which it mainly applies.

applies.	
Clause	Tender Data
number	
3.1	The employer is NORTHERN CAPE: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
3.2	The Tender Documents issued by the Employer comprise the following documents: THE TENDER
	Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender
	T1.2 - Tender house and invitation to tender
	Part T2: Returnable documents T2.1 - List of returnable documents
	T2.2 - Returnable Schedules
	THE CONTRACT
	Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance
	C1.7 - Point of oner and acceptance
	C1.3 - Occupational Health and Safety Agreement
	Part C2: Pricing data
	C2.1 - Pricing instructions
	C2.2 - Bill of Quantities
	Part C3: Scope of work
	C3 - Scope of Work
	Part C4: Site information
	C4 - Site information



Project Leader: [L Boks	Project Engineer: A Cloete				
Tel. No.:[027 712 1315	Tel. No.: 027 3411 238				
Fax. No.:[027 712 2270	Fax. No.: 027 3411 720				
Email:[lalizianboks2@gmail.com	Email: alexander@hantam.co.za				
Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:					
evaluation of submissions, in a contractor grading designation determined to accordance with Regulation	d with the CIDB, or are capable of being so prior to the actor grading designation equal to or higher than a ned in accordance with the sum tendered, or a value ation 25 (1B) or 25(7A) of the Construction Industry 1EP/1ME class of construction work, are eligible to				
Joint ventures are eligible to submit tend	ders provided that:				
every member of the joint venture is registered with the CIDB;					
2. the lead partner has a contractor grading designation in the [1GB/ 1EP/ 1ME class of construction work; and					
Construction Industry Development grading designation determined in a 1ME class of construction work or	designation calculated in accordance with the Regulations is equal to or higher than a contractor accordance with the sum tendered for a [1GB/ 1EP/ a value determined in accordance with Regulation 25 adustry Development Regulations.				
Compulsory site meeting will be held: Kliprand (Western Cape Province) on can only be accessed via gravel road). to the farm Boonste Onderstevlei where the works to be constructed will be disc will lead to automatic disqualification	The Meeting point will be at the Kaap-Agri Building in the 17th November 2020 starting at 10:00 am (site The people present will then follow the project leader the meeting will start on arrival. All the inspections of cussed and pointed out. Failure to attend this meeting and no service provider arriving after 10:00 will be				
The arrangements for a compulsory clarand Invitation to Tender. Tenderers must sign the attendance reg	rification meeting are as stated in the Tender Notice gister in the name of the tendering entity. Addenda will ad only from those tendering entities appearing on the				
Insurance					
	value of the contract must be provided for the full				
•	issue of final completion certificate. Proof of paymented to the department as per clause 8.6 GCC 2010.				
	Tel. No.:[027 712 1315 Fax. No.:[027 712 2270 Email:[lalizianboks2@gmail.com Only those tenderers who satisfy the folevidence in their tender submissions a evaluated: Only those tenderers who are registered evaluation of submissions, in a contractor grading designation determined termined in accordance with Regulat Development Regulations, for a [1GB/have their tenders evaluated. Joint ventures are eligible to submit tended. Joint ventures are eligible to submit tended. 1. every member of the joint venture is 2. the lead partner has a contractor grading Construction work; and 3. the combined contractor grading Construction Industry Development grading designation determined in a 1ME class of construction work or (1B) or 25(7A) of the Construction In Compulsory site meeting will be held: Kliprand (Western Cape Province) on can only be accessed via gravel road). to the farm Boonste Onderstevlei where the works to be constructed will be disc will lead to automatic disqualification allowed into the meeting. Coordinates The arrangements for a compulsory clarand Invitation to Tender. Tenderers must sign the attendance register. Insurance Comprehensive insurance to the full contract period till final completion and				



Second edition



4.13.4	The tenderer is required to submit with his tender: (Only certificates)
	An original and a valid Tax Clearance Certificate or PIN issued by the South African Revenue Services.
	Proof of CIDB registration
	An original or a certified copy of a valid BBBEE certificate
	Joint venture agreement
	Company registration form
	A certified letter of goods standing from compensation commissioner
	CSD registration or Unique Supplier number only
	Work Plan .
4.13.5 4.15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
	Location of Tender Box: 162 George Street Kimberley 8301 Identification details: Tender [NC/DALQ/1949 Closing date: [26 November 2020 Time: 11:00 am Postal Address: NORTHERN CAPE:DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT ATTENTION: JUDITH KUSHANE
	PRIVATE BAG X5018 KIMBERLEY
	8300
4.13.5	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is: 11:00 am on the [26 November 2020
4.16	The tender offer validity period is 90 days.
4.19	Access shall be provided for the following inspections, tests and analysis:
	Site inspection Soil clarification
5.1	The Employer will respond to requests for clarification received up to 5(five) working days
	before the tender closing time.
5.4	Tenders will be opened immediately after the closing time for tenders at 11:00 am

5.11.4	The procedure for the evaluation	n of responsive tende	ers is Method 3	
5.11.4	The procedure for the evaluation	n of responsive tende	ers is Method 3	
	The financial offer will be scored 1) 90 where the financial value value in excess of R 50 000 0	inclusive of VAT o		
	2) 80 where the financial value a value that equals or is less to 3) Points for this bid shall be aw	inclusive of VAT of c than R50 000 000.00		r offers have
	a) Price; and b) B-BBEE Status Level of	Contribution		
	$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min}\right) \text{or} Ps$	$= 90 \left(1 - \frac{Pt - Pmin}{Pmin}\right)$		
	Where:			
	Ps = Points scored for compara	-	ler consideration	
	Pt = Comparative price of bid			
	Pmin = Comparative price of k	owest acceptable bid		
5.11.3	Points awarded for B-BBEE S In terms of Regulation 5 (2) and points must be awarded to a b accordance with the table below	l 6 (2) of the Preferential of the leading to the l	ntial Procurement Regulations	
	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	8	14	
	4	5	12	
	5	4	8	
	٥			
	6	3	6	
	6	3	6	
	6 7	3 2	6 4	



5.13	Acceptance of tender offer
5.13	Tender offers will only be accepted if:
	a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity
	b) the tenderer is in good standing with SARS according to the Central Supplier Database;
	c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
	d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
	e) the tenderer has not:
	i) abused the Employer's Supply Chain Management System; or
	ii) failed to perform on any previous contract and has been given a written notice to this effect;
	f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
	g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
	h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

QUOTATION NR:[NC/DALQ/1949



T2.1: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

T2.1.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

Schedule 1: Declaration of Interest (NCP 4)

Schedule 2: Preference Points Claim (NCP 6.1)

Schedule 3: Local Content (NCP 6.2)

Schedule 4: Bidders Past Practices (NCP 8)

Schedule 5: Independent Bid Determination (NCP9)

Schedule 6: Compulsory Enterprise Questionnaire

Schedule 7: Authority of Signatory

Schedule 8: Proof of Experience Relevant to Proposed Work

Schedule 9: Certificate of Attendance at Clarification Meeting

Schedule 10: Record of Addenda

Schedule 11: A) Valid Tax Clearance Certificate or SARS PIN

B) Certificate of Contractors Registration issued by the CIDB

C) Tender Entity Identification

D) Certificates refer to T1.2 (4.13.4)

E) Proof of CSD registration or unique supplier number.

Schedule 12: Declaration Concerning Fulfillment of the Construction Regulations, 2014



T2.1.2 OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

C1.1: The Offer portion of the Form of Offer and Acceptance

C1.2: Contract Data

C1.3: Occupational Health and Safety Agreement

C.2.1: Pricing Instructions

C2.2: Bills of Quantities

2.

paragraph 3 below.



SCHEDULE 1: DECLARATION OF INTEREST

NCP4

- 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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.

In order to give effect to the above, the following questionnaire must be completed and

submitted with the bid. Full Name of bidder or his or her representative: 2.1 2.2 Identity Number: Position occupied in the Company (director, trustee, shareholder², member): 2.3 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: 2.5 Tax Reference Number: 2.6 VAT Registration Number: The names of all directors / trustees / shareholders / members, their individual identity numbers, 2.6.1 tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in



¹"State" m	eans	_
------------	------	---

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

in the

²"Share	eholder" means a person who owns shares in the company at management of the enterprise or business and exercises control or	
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:	he bidder is
	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 attach proof of such authority to the bid document?	YES / NO
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
2.7.2.2	If no, furnish reasons for non-submission of such proof:	
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO



2.8.1	If so, furnish particulars:	
2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
2.9.1	If so, furnish particulars.	
2.10	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES/NO
2.10.1	If so, furnish particulars.	
2.11	Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES/NO
2.11.1	If so, furnish particulars:	



3.	FULL	DETAILS OF DIRECTORS	/ TRUSTEES / MEMBERS / SHAREHOLDERS	<u>ځ.</u>
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Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4	DECLARATION	
CERTI I ACC	IFY THAT THE INFORMATIO	N FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. AY REJECT THE BID OR ACT AGAINST ME SHOULD THIS SE.
Signat	ure	Date
Positio	on	Name of bidder



SCHEDULE 2: PREFERENCE POINTS CLAIM

NCP 6.1

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:
 - -a. the 80/20 system for requirements with a Rand value of up to **R50 000 000** (all applicable taxes included); and
 - -b. the 90/10 system for requirements with a Rand value above **R50 000 000** (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable
- 1.3 Points for this bid shall be awarded for:
 - a) Price; and
 - b) B-BBEE Status Level of Contributor.

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

POINTS
80
20
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.

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ser v	ILE P	TOVICE	HIIILAI

QUOTATION NR: NC/DALQ/1949



2. **DEFINITIONS**

a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

g) "prices" includes all applicable taxes less all unconditional discounts;

h) "proof of B-BBEE status level of contributor" means:

- 1. B-BBEE Status level certificate issued by an authorized body or person;
- 2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3. Any other requirement prescribed in terms of the B-BBEE Act;

- i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act:
- j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

QUOTATION NR: NC/DALQ/1949



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

4.1 IN TERMS OF REGULATION 6 (2) AND 7 (2) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, PREFERENCE POINTS MUST BE AWARDED TO A BIDDER FOR ATTAINING THE B-BBEE STATUS LEVEL OF CONTRIBUTION IN ACCORDANCE WITH THE TABLE BELOW:

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

5	DID	DECL	ADA	MOIT
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- 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)

VES	NO	
IEO	INO	

- 7.1.1 If yes, indicate:
 - 1. What percentage of the contract will be subcontracted.....%
 - 2. The name of the sub-contractor.....
 - 3. The B-BBEE status level of the sub-contractor......
 - Whether the sub-contractor is an EME or QSE (Tick applicable box)

YES		NO			

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

V7.4 Page 26 of 103	Service Provider Initial	
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Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
owned by.	V	1
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. 8.1 8.2 8.3 8.4	DECLARATION WITH REGARD TO COMPANY/FIRM Name of company/firm: VAT registration number: Company registration number: TYPE OF COMPANY/ FIRM Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Phy) Limited
	(Pty) Limited
-	APPLICABLE BOX]
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
8.6	COMPANY CLASSIFICATION
	Manufacturer
	Supplier Professional continuo provider
	Professional service provider
[TICK	Other service providers, e.g. transporter, etc. APPLICABLE BOX]
8.7	MUNICIPAL INFORMATION Municipality where business is situated: Registered Account Number: Stand Number:
8.8	Total number of years the company/firm has been in business:



- 8.9 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:
 - (a) The information furnished is true and correct;
 - (b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - (c) 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;
 - (d) 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
 - disqualify the person from the bidding process;
 - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 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;
 - 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
 - forward the matter for criminal prosecution.

WITNESSES	
•	SIGNATURE(S) OF BIDDERS(S)
•	DATE:

SCHEDULE 3: LOCAL CONTENT

NCP 6.2

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 at no cost.

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- 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:

Description of services, works or goods Stipulated minimum threshold

Steel	100%
Laminated PV modules	15%
Module frame	90%
DC combiner boxes	65%
Inverter	40%
Mounting structure	90%
High density polyethylene pipe	100%

 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.

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)

LEGALLY RES EXECUTIVE OR	NT DECLARATION PONSIBLE PERSON SENIOR MEMBER/P PRATION, PARTNERS	I NOMINAT	ED IN	WRITING AGEMEN	G BY	THE CHIEF
IN RESPECT OF	BID NO.					
	(Procurement	_				Institution):
NB				**************		
to an external behalf of the Guidance on Templates developm Declaration information document the declaration the declaration the declaration the declaration document the declaration that the declaration information document the declaration that the declaration is a successful the actual I, the undersigned do hereby declaration is a successful that the declaration is a successful	n to complete, duly signernal authorized repressible bidder. The Calculation of Locals (Annex C, D and E) is ent/ip.jsp. Bidders shown D, bidders shown D, bidders shown On Declaration C. Dotation at the closing ration made in parage bidders for verification bidder is required to a values for the duration d,	entative, aud al Content to s accessible ould first comp omplete Decl eclaration C date and tin raph (c) belo on purposes f continuously n of the contr	gether woon http://plete Dearation I should ne of the ow. Decorate update eact.	rith Local (//www.thd/claration I/e and there be submer bid in or clarations iod of at led).	content ti.gov.za D. After conso citted wirder to D and E east 5 yours C, D	Declaration a/industrial completing lidate the ith the bid substantiate E should be ears. The and E with (full names),
entity), the follow	ing:					
The facts con	tained herein are withi	n my own pe	rsonal k	nowledge		
the goods/ser with the m measured The local con formula gi paragraph	ed myself that: rvices/works to be delived in the content of the consolidated in Declar consolidated in Declar	requirements 66:2011; and dicated below FS 1286:201 formation cor	as spec w has be 1, the rat	cified in the een calculates of exc	e bid, a ated usi hange ii	nd as ng the ndicated in
Bid price, excluding						R
	x), as calculated in terms of					R
	m threshold for local conter		above)			
Local content %, a	s calculated in terms of SA	TS 1286:2011				
Bid price, excluding	g VAT (y)					R
	x), as calculated in terms of	SATS 1286:20	11			R
Stipulated minimur	n threshold for local conter	nt (paragraph 3	above)			
Local content %, a	s calculated in terms of SA	TS 1286:2011				



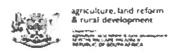
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	ded from all		Total Imported content	(613)					RO	8
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	[2: 0]	Tende	Total tender value	(C17)		0 %	t imported content	t imported content	(C23) Tota	(C25) Average local content % of tender
			Tender Qty	(91)		ender value	Total Exemp	net of exemp		
y Schedule			Local content % (per item)	(CIS)		(C20) Total to	(23)	Tender value		
- Summan			Local value	(C14)				(C22) Total		
eclaration	689	ocal content	Imported	(C13)						
Content D		elculation of I	Tender value net of exempted imported content	(27)						
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STATE OF THE PERSON		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	Tender price - each (excl VAT)	(C10)						V25 - 60-0
			List of items	(6)			rer from Annex B			
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y Sched				Local content % (per item)	(C15)					(C20) Total	/ Tender value			
- Summar				Local value	(C14)						(C22) Tota			
eclaration		686	ocal content	Imported	(C13)									
Content Do			slculation of k	net of exempted imported content	(32)									
Local]]]	3	Exempted imported value	CII									
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	n: ct(s)			List of items	(6)					System Annay B				
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	Local Content Declaration - Summary Schedule	Tender No. Tender description: Designated product(s) Tender Authority:	Tender No. Tender description: Designated product(s) Tender Authority: Tendering Entity name: Tender Exchange Rate: Specified local content %	Tender No. Tender description: Designated product(s) Tender Authority: Tendering Entity name: Tender Exchange Rate: Specified local content %	Tender No. Tender duthority: Tender Authority: Tender Exchange Rate: Specified local content % Tender item List of items each impono's lender WAT Van	Sold Exem Exem List of items each import (CS) (CS) (CS)	Sold and the state of thems the search and the search and the search and sear	Sold Tender price - Exender of items (CO) (CO) (CO) (CO) (CO) (CO)	Do 1 d Tender price - Exen each importation (CO) (CO) (CO) (CO) (CO)	Sind Tender price - Exemested important (C9) (C10) (C10) (C10)	Chider price - Exender price - Exender price - important price - i	Tender price - Exen each impo (CIO) (CIO) (C	List of items each imp excl VAT) va (C9) (C10) (C9)	re description: nated product(s) re Authority: re Exchange Rate: fied local content % fied local content % fied ocal content % fied ocal content % fied ocal content % fied ocal content field f





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	G)		Tender Qty	(219)			ender value	Total Exemp	net of exemp		
	/ Schedule		Local content % (per item)	(CTS)			(C20) Total tender value	(22)	Tender value		
ű	Local Content Declaration - Summary Schedule		Local value	(14)					(C22) Total		
Annex C	eclaration	GBP GBP local content	Imported	(C13)							
	Content D	Gest Gest Calculation of local content	Tender value net of exempted imported content	(213)							
	Local	- E	Exempted imported value	(CII							
			Tender price - each (excl VAT)	(C10)							
	To the second	n: ict(s) : name: Rate: frent %	List of items	(6)				erer from Annex B			
		Tender No. Tender description: Designated product(s) Tender Authority: Tender Exchange Rate: Specified local content %	Tender item no's	(83)				Signature of tenderer from Annex B			Date:
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SATS 1286.2011			luded from all		Total Imported content	(612)		& & O O
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		đi			Tender Qty	(216)	(C20) Total tender value	Total Exemp
		y Schedul	_		Local content % (per item)	(CIS)	(C20) Total	(C21) Tender value
	ς,	Local Content Declaration - Summary Schedule			Local value	(714)		(C22) Total
	Annex C	eclaration	499	local content	imported value	(C3)		
		Content [Calculation of local content	Tender value net of exempted imported content	CDS		
		local	<u></u>		Exempted imported value	Œ		
					Tender price - each (excl VAT)	(C10)		
			int: : : name: C-1-0		List of items	(0)		Signature of tenderer from Annex B
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			2222322					-

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	Tend	Total tender value	(02)	t imported cor f imported cor (C23)
		Tender Qty	(16)	Total Exemp
Annex C Local Content Declaration - Summary Schedule		Local content % {per item}	(C15)	(C20) Total tender value (C21) Total Exemp Tender value net of exemp
(C		Local value	(14)	(C22) Total
Annex C	GBP local content	Imported	(13)	
Content	GBI Getallation of local content	Tender value net of exempted imported content	[23]	
	3	Exempted imported value	3	
		Tender price - each (excl VAT)	(C10)	
	: (15) trine: Pyyd Sent %	List of items	(63)	er from Annex B
	Tender No. Tender description: Designated product(s) Tender Authority: Tender Exchange Rate: Specified local content %	Tender item no's	(8)	Signature of tenderer from Annex B
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SATS 1286,2011		uded from all		Total Imported content	(C19)				6	K 85
		Note: VAT to be excluded from all calculations	Tender summary	Total exempted imported content	(C18)				RO	(LZS) Total local content (CZS) Total local content rage local content % of tender
			Tende	Total tender value	(C17)			0	(C22) Total Tender value net of exempt Imported content	(C25) Average local content % of tender
				Tender	(216)			ender value	Total Exemp	
	y Schedule	_		Local content % (per item)	(C15)			(C20) Total tender value	(C21) Tender value	
ں	- Summan			Local value	(C14)				(C22) Total	
Annex C	claration		ocal content	Imported	(C13)					
	Local Content Declaration - Summary Schedule		Calculation of local content	Tender value net of exempted imported content	(C12)					
	Local	ົກສ	0	Exempted Imported value	(511)					
				Tender price - each (excl VAT)	(C10)					
		Pula	1	ikems	6				6 0	
	流	n: :: hame: Rate:	2 1124	List of items	(63)				erer from Anni	
	No.	Tender No. Tender description: Designated product(s) Tender Authority: Tendering Entity name: Tender Exchange Rate:	special control	Tender item no's	(8)				Signature of tenderer from Annex B	Date:
		00000000								1=1



-													SATS 1286.201
					Ar	nnex D							
			12", "	Imported Co	ontent Declaration	n - Suppor	ting Sched	lule to Ann	ех С	, 1			
2) 3) 4)	Tender No. Tender description Designated Produ Tender Authority	ucts:							Note: VAT to be e all calculations	xcluded from			
	Tendering Entity Tender Exchange		Pula		EU[R 9.00	GBP	R 12.00	ļ				
	A. Exempte	d imported cor	itent				11.25	Calculation of	imported conten	ıt			Summary
	Tender item no's	Description of im	ported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted importer value
	(07)	(DE	7)	(D9)	(010)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										(D19	Total exempt in		R
													ist correspond with lex C=C21
	D Immented	l directly by the	Tandarar					Calculation of	imported conter	NF.	-	10.00	Summary
	Tender item	Description of Im		Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports		All locally incurred landing costs & duties	Total landed cost excl VAT		Total imported valu
	(020)	(D2	1)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										(D32) To	otal imported valu	e by tenderer	R
	C. Imported	l by a 3rd party	and supplied	to the Tend	erer	Forign		Calculation of	imported conter	nt			Summary
	Description of	fimported content	Unit of measure	Local supplier	Overseas Supplier	currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally Incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total imported valu
		(D33)	(D34)	(D35)	(D36)	(937)	(D38)	(D39)	(D40)	(041)	(042)	(D43)	(044)
										(part =	tal lawarts don't	hu ded	R
										(1)45) 10	tal imported value	e by sru party	K
	D. Other for	reign currency	payments		Calculation of foreig payments								Summary of payments
	Туре	of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							Local value of payments
		(D46)	(D47)	(048)	(D49)	(050)							(D51)
							1	/DC31 Tabal -4 4	ianalma aumanas	umaante Aaclass	ed bu bandara	t for 3rd no	
	Signature of ten	derer from Annex B							oreign currency pa				
							(D53) Tota	d of imported co	ontent & foreign cu	rrency paymen	nts - (D32), (D45) &	This total m	ust correspond with
	Date:										- 1	Am	nex C = 0.23



	Annex E		SATS 1286.2011
Local	Content Declaration - Supporting	Schedule to Annex C	
(E1) Tender No. (E2) Tender description: (E3) Designated products: (E4) Tender Authority: (E5) Tendering Entity name:		Note: VAT to be excluded fro	m all calculations
Local Products (Goods, Services and Works)	Description of items purchased (E6)	Local suppliers	Value (E8)
(710)		ucts (Goods, Services and Works)	RO
(E11) Manpower costs (E11) Factory overheads	(Tenderer's manpower cost) (Rental, depreciation & amortisation, utility costs	s, consumables etc.)	RO
(E12) Administration overho	eads and mark-up (Marketing, insurance, fina	(E13) Total local content This total must correspond v	R 0 R 0 vith Annex C - C24
Signature of tenderer from Annex B			
Date:			

DESCRIPTION:[Supply, Delivery and construction of stock water system at farm

Boonste Onderstevlei 200km North from Calvinia

QUOTATION NR:[NC/DALQ/1949



SCHEDULE 4: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

NCP 8

- 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-
 - abused the institution's supply chain management system;
 - committed fraud or any other improper conduct in relation to such system; or
 - 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.

ltem	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the	Yes	No
	bottom of the home page.		
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom	Yes	No
	of the home page.		
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 FU CORRECT.	IRNISHED ON THIS DECLARATION FORM IS TRUE AND
I ACCEPT THAT, IN ADDITION TO CANA AGAINST ME SHOULD THIS DECLARA	CELLATION OF A CONTRACT, ACTION MAY BE TAKEN TION PROVE TO BE FALSE.
Signature	Date
Position	Name of Bidder

QUOTATION NR: NC/DALQ/1949



SCHEDULE 5: INDEPENDENT BID DETERMINATION

NCP 9

- 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.

DESCRIPTION: Supply, Delivery and construction of stock water system at farm

Boonste Onderstevlei 200km North from Calvinia

QUOTATION NR:[NC/DALQ/1949



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

[Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia [NC/DALQ/1949

in response to the invitation for the bid made by:

Department of Agriculture Land Reform and Rural Development

do he	ereby make the following statements that I certify to be true and complete in every respect:
I certi	ify, 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 consortium ³ will not be construed as collusive bidding. ³ 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.

QUOTATION NR:[NC/DALQ/1949



- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

der



SCHEDULE 6: COMPULSORY ENTERPRISE QUESTIONNAIRE

<u>The following particulars must be furnished</u> . (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: CIDB registrat	ion number, if any:							
Section 4: Particulars of	sole proprietors and p	artners	in partnerships					
Name*	Identity numb	er*	Personal income tax number*					
* Complete only if sole partners	* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners							
Section 5: Particulars of	f companies and close	corpor	ations					
Company registration numb	er							
Close corporation number								
Tax reference number								
Section 6: Record of ser	vice of the state							
Indicate by marking the rele or director, manager, princ currently or has been within	cipal shareholder or sta	akeholde	y sole proprietor, partner in a partnersher in a company or close corporation se of any of the following:	hip is				
a member of any mur	icipal council		ployee of any provincial					
a member of any prov	rincial legislature	entity	ment, national or provincial public or constitutional institution within the ng of the Public Finance					
a member of the National Council of			gement Act, 1999 (Act 1 of 1999)					
a member of the boar municipal entity	d of directors of any		nber of an accounting authority of ational or provincial public entity					
an official of any muni entity	cipality or municipal	an em legisla	ployee of Parliament or a provincial ture					

QUOTATION NR:[NC/DALQ/1949



If	any	of	the	above	boxes	are	marked,	disclose	the	follow	ing:	(insert	separate	page	if
	par	tne	r, dir	ector, r	prietor, manage	r,		f institution				(tick a	of servic ppropriate lumn)		
	pr	inc		snaren keholde	older or er		state	and positi	on h	eld	С	urrent	Within 12 mo		
				·											

^{*} 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	an employee of any provincial
a member of any provincial legislature	department, national or provincial public entity or constitutional institution
a member of the National Assembly or the National Council of Province	within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
a member of the board of directors of any municipal entity	a member of an accounting authority of any national or provincial public entity
an official of any municipality or municipal entity	an employee of Parliament or a provincial legislature

Name of spouse, child or	Name of institution, public office, board or organ of	Status of service (tick appropriate column)		
parent	state and position held	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:

- 1. authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 2. confirms that 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 Tender 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, has within the last five years been convicted of fraud or corruption;
- 4. confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 5. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

CERTIFICATION: COMPULSORY ENTERPRISE QUESTIONNAIRE

Signed	 Date	
Name	 Position	
Enterprise name	 , g a nano musu musu per dita ma m	



SCHEDIII E 7.	CERTIFICATE O	E ALITHODITY
SCHEDULE /.	CENTIFICATE	E AUTHURIT

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

(I) COMPANY	(II) CLOSE CORPORATIO N	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR C	OMPANY	
l,	, Managing Director of the Board of Directors of	
	, hereby confirm that by resolution of the Board	
(copy attached) taken on	, Mr/Ms, acting in the	
capacity of authorised to sign all doo behalf of the company.	uments in connection with this tender and any contract resulting	, was from it, on
Managing Director:		
As Witnesses: 1_		
2_	Date	
(II) CERTIFICATE FOR C	LOSE CORPORATION	
We, the undersigned, being	g the key members in the business trading as	
	hereby authorise Mr/Ms, ad	cting in the
capacity of	, to sign all documents in connection	on with this
tender	and any contract resulting from it on our behalf	

QUOTATION NR:[NC/DALQ/1949



NAME	ADDRESS	SIGNATURE	DATE
		N. OR. LOWER DESCRIPTION OF STREET	
		and the state of t	

Note: This certificate is to be completed and signed by all of the key members upon who rests the direction of the affairs of the Close Corporation as a whole.

(111).	CERTIFICATE FOR PARTNE	RSHIP	
We, t	he undersigned, being the key p	artners in the business trading as,	
		nereby authorize Mr/Ms	
acting	g in the capacity of	, to sign all docume	nts
in cor	nnection with this tender and any	contract resulting from it, on our behalf.	

NAME	ADDRESS	SIGNATURE	DATE
	Attenuelluskusta telukustustustus in ministe eineteele elekteele kultuutustusta puotesta kontin kultuuta on mi		

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.



(IV)CERTIFICATE FOR JOINT VENTURE

a) RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURE					
RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:					
(Legally correct full name and registration number, if applicable, of the Enterprise)					
(Legany correct full harne and registration humber, if applicable, of the Enterprise)	,				
Held at(<i>place</i>)	(date)				
RESOLVED that:					
The Enterprise submits a Bid/Tender, in Consortium/Joint Venture with the following	enterprises:				
(List all the legally correct full names and registration numbers, if applicate forming the Consortium/Joint Venture) to the DEPT. OF AGRICULTURE, LAN DEVELOPMENT in respect of the following project:	ole, of the Enterprises ID REFORM & RURAL				
[Supply, Delivery and construction of stock water system at farm Boonste On North from Calvinia	nderstevlei 200km				
(Project description as per Bid /Tender Document)	•				
Bid / Tender Number: _[NC/DALQ/1949 (Bid / Tender Number as per Bid /Tender	der Document)				
*Mr/Mrs/Ms:					
in *his/her Capacity as:(Position	n in the Enterprise)				
and who will sign as follows:					
be, and is hereby, authorised to sign a consortium/joint venture agreement under item 1 above, and any and all other documents and/or correspondence relating to the consortium/joint venture, in respect of the project described under	in connection with and				
The Enterprise accepts joint and several liability with the parties listed under ite fulfilment of the obligations of the joint venture deriving from, and in any we Contract to be entered into with the Department in respect of the project describe	ay connected with, the				

QUOTATION NR:[NC/DALQ/1949



The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address:	
Postal Address:	(code)
·	(code)
Telephone number:	(code)
Fax number:	(code)

	NAME	CAPACITY	SIGNATORY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			



No	te:	ENTERPRISE STAMP	
1.	* Delete which is not		
apı	plicable		
2.	NB . This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise		
3.	Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page		
RES	SOLUTION of a meeting of e entered into a consortiu	F CONSORTIA OR JOINT VENTURES the duly authorised representatives of the followin m/joint venture to jointly bid for the project mention numbers, if applicable, of the Enterprises forming	ned below: (legally
8			
2.			
3.			
			 -
5. _{::}			
6.			
7.			
ام		(nlass)	-4-1
1 101	d at	(place)(da	ate)



RESOLVED that:

Κı	
A.	The above-mentioned Enterprises submits a Bid in Consortium/Joint Venture to the DEPT. OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT in respect of the following Project Description: [Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia
В.	Mr/Mrs/Ms:
	in *his/her Capacity as:(Position in the Enterprise)
	and who will sign as follows:
	be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.
C.	The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:
D.	The Enterprises to the Consortium/Joint Venture accepts joint and several liabilities for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
E.	Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
F.	No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.



Postal Address:

_____(code)

_____(code)

Telephone number: _____(code)

Fax number: _____(code)

	NAME	CAPACITY	SIGNATORY
1			
2			
3			
4			
5			
6			
7			

2._____

Date: _____



Note:
 * Delete which is not applicable. NB. This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.
(V) CERTIFICATE FOR SOLE PROPRIETOR
I,, hereby confirm that I am the sole owner of the busines
trading as
Signature of Sole owner:
As Witnesses:
1



:	SCHEDULE 8: PROOF OF EXPERIENCE RELEVANT TO PROPOSED WORK				WORK
The follow	ring is a statement of	similar work successfully	executed by	myself/oursel	ves: N/A.
PERSON	YER, CONTACT AND TELEPHONE NUMBER	DESCRIPTION OF CONTRACT	INCL	OF WORK USIVE OF VAT RAND)	DATE COMPLETED
Signed			Date		
Name			Position		
TENDER	ER				
	BOVE SPACE IS INS OF EXPERIENCE.	SURFICIENT, PLEASE	ATTACH DET	AILED SIGN	ED COPY OF



SCHEDULE 9: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to c	ertify that		
			(Tenderer)
	sented by the person(s) named below at the		
	(location) on		(date), starting at
and / or m	wledge that the purpose of the meeting was latters incidental to doing the work specified everything necessary when compiling our ra	d in the tende	r documents in order for us to take
Particulars Name	of person(s) attending the meeting:	Signature	
Capacity			
Name		Signature	
Capacity			
Attendance	e of the above persons at the meeting is cor	firmed by the	Employer's representative, namely:
Name		Signature	
Capacity		Date & Time	

<u>NB</u>: To be <u>submitted in original ink</u>, no copies will be accepted.



SCHEDULE 10: RECORD OF ADDENDA

		ne following communications received from the Employer before the submission r, amending the tender documents, have been taken into account in this tender
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
Attach Signe		pages if more space is required. Date
Name	-parameters and the last	Position
Ten	derer	



SCHEDULE 11: INFORMATION REQUIRED

A. TAX CLEARANCE CERTIFICATE

An **original** valid Tax Clearance Certificate from the South African Revenue Service (SARS) shall be attached to this Schedule.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

B. CERTIFICATE OF CONTRACTOR'S REGISTRATION

A Certificate of the Contractor's Registration issued by the CIDB shall be attached to this schedule.

C.	CERTIFIED COPY OF THE CERTIFICATE OF INCORPORATION
n	Cartificates T1 2 (4 13 4)

- . Certificates 11.2 (4.13.4)
 - An original and a valid Tax Clearance Certificate or PIN issued by the South African Revenue Services.
 - Proof of CIDB registration
 - An original or a certified copy of a valid BBBEE certificate
 - Joint venture agreement
 - Company registration form
 - · A certified letter of goods standing from compensation commissioner
 - CSD registration or Unique Supplier number only
 - Work Plan.

Signed		Date	
Name		Positio	າ
Tendere	Pr		

QUOTATION NR: NC/DALQ/1949



SCHEDULE 12: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 4(4) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

(i)	I confirm that I am fully conversant with the Regulations and that my company has (or will
	acquire/procure) the necessary competencies and resources to timeously, safely and successfully
	comply with all of the requirements of the Regulations.

(Tick)

YES	
NO	

(ii) Indicate which approach shall be employed to achieve compliance with the Regulations.

of the Contract team as specified in the Regulations (CVs to be attached):

(Tick)

wn resources, st	ill to be hired and/or trained (until competency is achieved)
pecialist subcont	ract resources (competent) - Specify:



(iv)	Provide details of proposed training (if any) that will be	e undergone:	
(v)	List potential key risks identified and measures for ad	dressing risks:	
(vi)	I have fully included in my tendered rates and prices the Schedule of Quantities) for all resources, actions due fulfilment of the Regulations for the duration of the	s, training and any other o	costs required for the
			(Tick)
			YES
			NO
SIG	NATURE OF PERSON(S) AUTHORISED TO SIGN 1	THIS TENDER:	
1.		ID NO:	
	(Name in Print):		
2.		ID NO:	
	(Name in Print):		



C1.2: CONTRACT DATA

The Conditions of Contract are the General Conditions of Contract for Construction Works (2nd Edition 2010) published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. 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.

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Description	
1,1.1.13	The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion.	
1.1.1.15	The name of the Employer is DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT	
1.2.1.2	The Employer's address for receipt of communications and notices is :	
	Telephone: 087630000	Facsimile: 087630000
	Address (Postal): P/Bag 5018 House,	Address (Physical): Temothuo 162 George Street
	Kimberley	Kimberley
	8300	8300
1.3.2	The governing law is the law of the I	Republic of South Africa.
1.6	The special non-working days are break is 17 December 2020 to 5 Ja	all statutory public holidays and the year end anuary 202.
	The year-end break shall be in a SAFCEC.	accordance with the dates recommended by



Clause	Description
3.1.3	The Engineer shall obtain the specific approval before executing any of the following functions or duties:
	a. The issuing of a variation order in terms of Clause 6.3.2.
	b. Nomination of Engineer's Representative in terms of Clause 3.2.1.
	c. Engineer's authority to delegate in terms of Clause 3.2.4.
	d. Non-working times in terms of Clause 5.8.1.
	e. Suspension of the Works in terms of Clause 5.11.1.
	f. Acceleration instead of extension of time in terms of Clause 5.12.4.
4.3.2	If required, and for the duration of this contract, the Contractor shall provide proof to the Engineer that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.
4.4	Subcontracting
4.4.1	The Contractor shall not subcontract the whole contract. Subcontract must not exceed 25% of the contract. Engineering approval must be obtained for sub-contracting.
4.4.2	The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were responsible for the acts, defaults or negligence of the Contractor.
4.4.3	The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of Clause 4.4.2.
4.4.4	Any appointment of a subcontractor in accordance with Clause 4.4.3 shall not amount to a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the contract.
4.4.5	In the event of termination of the contract under Clause 9.2, the subcontract in terms of Clause 4.4.3 shall be assigned to the Engineer upon such an instruction by the Employer.
5.2.1	The Commencement date shall be the date of official site hand over by the departmental official once the order form and service level agreement has been signed.



5.3.1	The documentation required before commencement with the execution of works is:
	 5. Work programme and projected cash flow. 6. Insurance for works and materials 7. Occupational Health and Safety Plan 8. Contract between famer and contractor for housing, water and electricity to be utilized on-site
	The commencement date of the project would only be if above stated information
	and documents has been handed in to the Department and has been approved by the Departments authorised Engineer.
5.3.2	The time to submit documentation from commencement date is within fourteen (14) days
5.4.2	Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply and where ongoing use by the general public is required.
	The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site
5.8.1	The non-working days are Sundays The special non-working days are: • All Gazetted public holidays falling outside the year end break • The year-end break commencing on 17 December 2020 to 5 January 202
5.13.1	The penalty for failing to complete the Works is 0.1% of contract value per calendar day
5.16.3	The latent defects period is 10 years for civil engineering works, 5 years for building works, 2 years for electrical and mechanical works.
6.2.3	The expiry date (completion of the defects liability period) shall be the date, of the issue by the Engineer, of the Final Approval Certificate on the completion of the Works.
6.5.1.2.3	The percentage allowance to cover overhead charges must not exceed 15%.



6.8.2	Add the following to Clause 6.8.2:
	The Contract Price shall not be subject to any contract price adjustment and the rates
	and prices tendered in the bill of quantities shall be final and binding throughout the
	period of the Contract.
6.8.4	Add the following to Clause 6.8.4:
	Notwithstanding the above, in the event that a public holiday is proclaimed within 28
	days before the closing date for tenders, no costs other than those that can be claimed
	under Clause 5.12.3 shall be added to the contract price.
6.10.3	Add the following to Clause 6.10.3:
	Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1,
	interim payments to the Contractors shall be subject to a retention by the Employer of
	an amount limited at 0% of the said amounts due to the contractor. A guarantee in
	lieu of retention is not permitted.
6.10.4	Add the following to clause 6.10.4:
	Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of
	the payment certificate until the Contractor has complied with his obligations to report in
	terms of Clause 4.10.2 and as described in the Scope of Work.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the
	insurance sum is R 0.00 (Nil).



6.10.3	Add the following to Clause 6.10.3:
8.6.1.3	Add the following to Clause 8.6.1.3:
	The limit of indemnity for liability insurance is R 5 000 000 for any single claim – the
	number of claims to be unlimited during the construction and defects liability
	periods.
8.6.1.5	In addition to the insurances required in terms of General Conditions of Contract
	Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:
	a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
	b) Insurance in terms of the provisions of the Compensation of Occupational injuries and Diseases Act No. 130 of 1993.
	c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
	d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
8.6.6	The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in Part C1.6 Insurance Broker's Warranty.
9.2.1	Add the following to Clauses after Clause 9.2.1.3.7:
9.2.1.3.8	The Contractor committed a corrupt or fraudulent act during the procurement
	process or the execution of the contract.
9.2.1.3.9	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefitted the contractor.
10.7.1	Disputes shall be resolved by negotiation, mediation, failing which by arbitration.

QUOTATION NR: NC/DALQ/1949



ADDITIONAL CONDITIONS OF CONTRACT Non-compliance with Engineer's Instructions 11 Should the Contractor fail within reasonable time to carry out the Engineer's instructions regarding any matter whatsoever on which he is authorized to order and direct the Contractor, then without vitiating the Contract and without prejudice to any other remedy the Employer may have under the Contract, the Employer may, after serving notice of its intention on the Contractor, itself take such action or employ others to take such action on its behalf as the Contractor has failed to take on the Engineer's instructions. For this purpose the Employer may use any suitable plant or materials brought on Site by the Contractor. The cost to the Employer of taking action on account of the Contractor's failure to carry out the Engineer's instructions shall be for the Contractor's account and may be recovered from the Contractor by the Employer, but such work shall be valued as if performed by the Contractor in terms of the Contract at Contract rates and included in the payments due to the Contractor. Implementation of the Occupational Health and Safety Act No. 85 of 1993 12 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act no. 85 of 1993 and the relevant Regulations made thereunder, with specific reference to the Construction Regulations of 2014, hereinafter referred to as "the Act", that the Contractor as an Employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely: i)The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all the relevant provisions of the Act, and the regulations promulgated in terms of the Act, and ii)The Contractor undertakes that all relevant duties, obligations and prohibitions

investigation, complaint or criminal charge.

imposed in terms of the Act and regulations will be fully complied with, and

iii)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 on behalf of the Employer, and shall, on written demand, provide full details in writing of such



13 The additional conditions of tender are:

1. The lowest or any tender will not necessarily be accepted.

2. Bills of Quantities

Service Provider are requested to check the Bill of Quantities and if any page is missing or duplicated, or if any figure or text is illegible or if any uncertainty or doubt exists as to the meaning of any description, or if these Bills of Quantities contains any obvious error, Service Provider must notify the Department immediately to obtain the necessary rectification or explanation. No liability whatsoever with regards to the quoted amount will be recognized as a result of the aforementioned. No alteration, erasure, omission, or addition is allowed to be made to the text or conditions contained in these Bills of Quantities. If any such alteration, amendment, note or addition is made, it will not be recognized and the Bill of Quantities will be deemed to be as originally drawn up by the Department. The Bills of Quantities is not meant for ordering any materials. Any orders based on the Bill of Quantities is at the Service Provider own risk.

3. Method of Measurement

These Bills of Quantities and method of measurement where compiled in accordance with the method and guidance as set out in the SANS 1200 specification and/or any amendments thereof.

4. Trades Names

Service Provider attention is drawn to the fact that wherever names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other material as approved in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made and variation orders issued.

5. Defects Liability Period

The defects liability period is calculated from the date on which the **Certificate of Completion(As per clause 5.14.2)** issued and is as follows:

a) General building work 12 months

b) Electrical installation 12 months unless stated otherwise

c) Mechanical installation 12 months 12 months

6. SPECIAL NOTE TO TENDERERS

Service Provider must take into account all the principles of the RDP, the Government's policies on job creation as well as the problems they may encounter with the community organizations in the particular area before submitting their quotation as no claims in this regard will be considered.

7. Joint Venture

In the case of a joint venture, all partners must include and complete a NCP4,NCP8, NCP9, both their SARS CERTIFICATES or SARS PIN, JOINT VENTURE BBB-EE CERTIFICATE and their Joint Venture Agreement.

In the case of a partnership, all partners must include their partnership agreement.

QUOTATION NR: NC/DALQ/1949



- **8.** It is the responsibility of every bidder to sign the attendance register at the site meeting.
- 9. Service Providers must tender on all item numbers and will be disqualified if failing to bid on all items.
- 10. All material must be SABS approved where applicable.
- 11. References of relevant previous work must be attach to tender.

 ONLY SERVICE PROVIDERS WITH THE PROVEN RELEVANT ADEQUATE

 AND SPECIALIST EXPERIENCE WOULD BE CONSIDERED FOR THIS

 CONTRACT. THE SERVICE PROVIDER MUST PROOF BEYOND DOUBT HIS

 CAPABILITY TO SUCESSFULLY COMPLETE A PROJECT OF THIS NATURE

 WITHIN ITS CONTRACT PERIOD ALLOWED.
- 12. Recent (not older than 3 months) proof of company's address or confirmation from the municipality should be attached. Failure to submit proof of company's address may invalidate your bid.
- 13. The use of correction fluid tape will invalidate your bid.
- 14. The department reserves the right to award the tender or accept the lowest tender for the bid.
- 15. Once original tax invoice has been submitted the employer's agent will verify it within seven days and payment will be made within 30 days thereafter.
- 16. Labour requirement: Monthly pay sheets, time sheets, certified ID copies and labour contracts. Failure to submit this documents will lead to payments being withheld.
- 17. Camp and construction site must be removed and cleaned up after construction is completed, this site will be inspected before final payment is approved by project leader.
- 18. Contractor must make provision for:

Own diesel and lubrication

Oil spills - cost to clean

Suitable accommodation and ablution facilities

- In conjunction with land owner, ascertain himself of any pipes, or services that may be in or near the working area. The service provider will be liable for the repair of these services and pipes should any damage occur.
- 19. The tenderer 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.

DESCRIPTION: Supply, Delivery and construction of stock water system at farm

Boonste Onderstevlei 200km North from Calvinia

QUOTATION NR:[NC/DALQ/1949



20. LOCAL CONTENT

20.1 Bidder must fully complete declaration for Local Production and Content (NCP 6.2) together with Local Content Declaration: Summary Schedule (Annexure C), duly signed.

20.2 The Department reserves the right to request auditor's certificates confirming the authenticity of the declarations made in respect of the local content.

Industry/Sector/Sub-Sector Minimum threshold for local content

- 21. The Northern Cape Provincial Supply Chain Management Procurement Policy Framework, approved in December 2018, States that the Provincial Departments must at least spend 60% of their procurement budget on Designated Groups within the province. The Department Reserves the right to award contracts based on the above mentioned framework policy.
- 22. Contract between farmer and contractor for usage of water and electricity and housing must be provided to project leader before any claim of this item may be processed

DESCRIPTION:[Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia

QUOTATION NR:[NC/DALQ/1949



C1.2: CONTRACT DATA

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description
1.1.1.9	The name of the Contractor is
	[Enter the Legal name of the Contractor].
1.2.1.2	The Contractor's address for receipt of communications and notices is :
	Telephone: Facsimile:
	E-mail :
	Address (Postal): Address (Physical):
1.1.1.14	The time for completing the Works is days/weeks/months
6.5.1.2.3	The percentage allowance to cover all overhead charges for work executed on a day work basis is:
	Labour %
	Materials %

DESCRIPTION:[Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia **QUOTATION NR:**[NC/DALQ/1949



C1.3 : OCCUPATIONAL HEALTH AND SAFETY AGREEMENT
AGREEMENT MADE AND ENTERED INTO BETWEEN DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT (HEREINAFTER CALLED THE "EMPLOYER") AND
(Contractor/Mandatory/Company/CC Name) IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.
I, representing
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.
I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer. COID ACT Registration Number:
OR Compensation Insurer:
I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable. I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set. I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times. I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan. Signed and sworn to before me at
Witness Mandatory
Signed and sworn to before me at on this day of
Witness for and on behalf of Department of Agriculture Land Reform and Rural Development

DESCRIPTION: Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia

QUOTATION NR: NC/DALQ/1949



OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

- 1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
- 2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
- 3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
- 4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
- 5. Discipline in the interests of occupational health and safety shall be strictly enforced.
- 6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
- 7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
- 8. No substandard equipment/machinery/articles or substances shall be used on the site.
- 9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
- The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
- 11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
- 12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
- 13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

DESCRIPTION:[Supply, Delivery and construction of stock water system at farm Boonste Ondersteviel 200km North from Calvinia

QUOTATION NR:[NC/DALQ/1949



PART C2: PRICING DATA FOR WORKS

C2.1 **Pricing Instructions**

C2.2 **Bill of Quantities** **QUOTATION NR: NC/DALQ/1949**



C2.1: PRICING INSTRUCTIONS

- C2.1.1 Measurement and payment shall be in accordance with Clause 8 of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".
- C2.1.2 Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.3 The clauses in a specification in which further information regarding the Bill item can be obtained appear under "Reference clause" in the Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.4 Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.
- C2.1.5 The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- C2.1.6 The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.7 It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org or <a href="
- C2.1.8 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
- C2.1.9 A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.10 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

Samica	Provider	Initial	
service.	Provider	initiai	



C2.1.11 The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

ha	=	hectare	h	=	hour
kℓ	=	kilolitre	kg	=	kilogram
km	=	kilometre	kW	=	kiloWatt
km-pass	s =	kilometre pass	MN	=	MegaNewton
kPa	=	kiloPascal	MN.m	=	MegaNewton-metre
ℓ	=	litre	%	=	per cent
m	=	metre	PC sum	=	Prime Cost sum
mm	=	millimetre	Prov sum	=	Provisional sum
m^2	=	square metre	No.	=	number
m ² .pass	; =	square metre-pass	R/only	=	Rate only
m ³	=	cubic metre	sum	=	lump sum
m³.km	=	cubic metre-kilometre	t	=	ton (1 000 kg)
MPa	=	MegaPascal	W/day	=	Work day

- C2.1.12 The Tenderer must price each item in the Bills of Quantities in ORIGINAL BLACK INK.
- C2.1.13 All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Bills of Quantities.
- C2.1.14 While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce of increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.



C2.2: BILL OF QUANTITIES

Supply, Deliver and construct stock water system at the farm Boonste Onderstevlei Bill of Quantities: Bill 1 (Preliminary & General)

ltem No	Description	Unit	Quantity	Unit rate excl. Vat	Total Price	Excl. Vat
1	Preliminary and general					
	Facilities for contractor	Sum	1			
	Includes Site Office, Housing and Toilets Facilities to be established on Site					
	Please note item 1, proof of establishment for the duration of the contract on above must be physically on site, otherwise the claim amount would be forfeited. If facilities are rented in the area proof of payment must be provided to project Leader to be able to claim these moneys.					
	Proof of agreement between contractor and owner for the use of electricity and water if none is provided by contractor					
2	Remove and clean Contractors Establishment to the satisfaction of the Project Leader	Sum	1			
3	Compliance to the OHS ACT (85/1993) and construction Regulations	monthly	compulsory			
4	Comprehensive total insurance to the total amount of the tendered amount on this contract up to the date of issue of the completion certificate. This amount must include all risk, third party and political violence insurance	monthly	1			
5	Security on site for the duration of the contract till the issue of final completion certificate by project leader	monthly	1			
	The tendered rates shall cover all labo material and construction to complete specified above:					
Total	carried forward					
Bill No1						

DESCRIPTION: Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia QUOTATION NR:[NC/DALQ/1949



Supply, Deliver and construct stock water system at farm Boonste onderstevlei Bill of Quantities: Bill 2 (Solar Pump)

ntract no: NC/DALO: 1949

No	Description	Unit	Quantity	Unit price excl. Vat	Total Price excl. Vat
6	Solar Pump				
	All Materials must be SABS approved and marked where applicable				
6.1	Pump				
6.1.1	Stainless steel pump, pump capacity of maximum 200m head	no	1		
6.2	Solar Panels				
	Grade A, Mono Crystalline panels Including wiring kit	Watts	400		
6.3	Switch box				
	IO 101 switch box with 220V connection	no	1		
6.4	Electrical Cable				
	4mm 3core submersible cable with splicing kit 82 A1 (2.5-4mm)	no	1		
6.5	Pipe				
	24mm flexible rising Main pipe SABS Cl30	m	60		
6.6	Coupling				
	SS316 double ring coupling, Press steel 24mm with galv. M+F 90deg. 40mm bend	set	2		
6.7	Support Structure				
	As per attached drawing	L/S			
6.8	Transport				
	Transport of material to site	L/S			
Total car	ied forward to summary				

Bill	no	2
Fei	ncir	ıσ

DESCRIPTION: Supply, Delivery and construction of stock water system at farm

Boonste Onderstevlei 200km North from Calvinia

QUOTATION NR:[NC/DALQ/1949



Supply, Deliver and construct stock water system at farm Boonste onderstevlei Bill of Quantities: Bill 3 (Reservoir) Contract no: NC/DALQ: 1949 Unit price **Total Price excl. Description** Unit Quantity No excl. Vat Vat 7 Stock water system All Materials must be SABS approved and marked where applicable 7.1 Pipes 300 7.1.1 Polyethylene 40mm Cl 6, T4 SABS m 40mm galvanized heavy duty medium screwed windmill pipes with 12mm rods with rod 50 rubbers no 7.1.2 8 7.1.3 | Stainless steel AS60RDS windmill cylinder no 7.2 Reservoir 4 5000L plastic tank UV resistant no 7.3 **Tank Base** 6.0x3.0m tank base Foundation 600mm x 400mm Mixture 50kg cement; 90L sand; 140L 19mm stone Wall thickness must be 220mm double layer of bricks Backfilling must be compacted in 150mm Floor must be 300mm high above the natural 1 ground level no **Concrete trough** 350L concrete trough with 40mm low pressure 1 polyethylene ball valve no 7.5 Fencing 8mx8m square, stock proof fence as per 1 no drawing 7.6 Labour Labour cost to do construction of the works L/S **Transport** Transport of material to site L/S Total carried forward to summary

Total carried forward to summary

Bill no 3

Reservoir

DESCRIPTION: Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia

QUOTATION NR:[NC/DALQ/1949



SUMMARY

Contract	no: NC/DALQ: 1936	
Bill no	Description	Amount excl. Var
1	Preliminary and General	
2	Solar Pump	
3	Reservoir	
	Sub Total	
	Sub Total 15% VAT	
	T.	

Paste Summary here

Project Name: [Commercialization of Black producers

Funding: [CASP

For Employer:

Specification Committee	Name	Signature	Rank	Office	Date
Compiled:	A Cloete	Dos	CT:SRM	Calvinia	2020/11/02
Checked:	J.P.Smit	Dunki	H-1UT-	Upington	4/11/2020
Checked:	I.Mmereki	**	ET-	Jan Rempdorp	4/11/2020
Approved:	N. Foerier	Am	BMT	Upington KBLy	4/11/2026

Project Office	Name	Signature	Rank	Office	Date
Checked:		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			

For Contractor:	
Signature(s)	
Name(s)	
Capacity	
For the Tenderer	(Name and address or organisation)
Date	

DESCRIPTION: Supply, Delivery and construction of stock water system at farm

Boonste Onderstevlei 200km North from Calvinia

QUOTATION NR:[NC/DALQ/1949



PART C3: SCOPE OF WORK

- **C3.1 Description of the Works**
- **C3.2 Engineering**
- **C3.3 Procurement**
- **C3.4 Construction**
- **C3.5 Management**
- C3.6 Occupational Health and Safety Specification
- **C3.7 Environmental Management**
- C3.8 Annexures



C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The employer's objectives are to provide sustainable agricultural infrastructure for on-going development.

C3.1.2 OVERVIEW OF THE WORKS

This contract entails the construction of Stock water system at the farm Boonste onderstevlei 200km north of Calvinia

Labour-intensive work shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

C3.1.3 EXTENT OF THE WORKS

The construction of the fence will include:

- 1. Preliminary and General
- 2. Solar pump installation
- 3. Platform construction
- 4 Tank installation
- 5 Fence construction,
- 6. Cleaning of Site

Construction methods must be such that no property or life is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval.

The Contractor must program his work in such a way that no construction is to be done during the December Contractor's break and Easter weekend as set out in the Contract Data.

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

C3.1.4 LOCATION OF WORKS

The site is situated at Boonste Onderstevlei 200km north of Calvinia

The co-ordinates are[30°25'55"S - 18°46'49"E

Access to the site is via existing roads.

It is required of the contractor to familiars themselves with the area.

Refer to Annex A for a Locality Plan



C3.1.5 ABNORMAL RAINFALL

The source for rainfall statistics shall be taken as listed in WB 40 of the Weather Bureau, Department of Environment Affairs, for the determination of Rn and Nn as specified in GCC 5.12.2.2 (see Contract Data (Part 1)).

The Contractor shall keep daily rainfall records and submit them to the Engineer at every site meeting. No additional costs shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the appropriate items.

Add the following to GCC 5.12.2.2

a) Abnormal climatic conditions

No extension of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of clause 5.12.2.2 of the General Conditions of Contract (2010) on the grounds of abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof.

See item 3.5.11 for calculation formula in order to calculate the time of completion, including any extension. $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$

V = Extension of time for calendar days of the calendar month concerned.

If the value of V is negative and the absolute value thereof is greater than Nn, V is taken as negative Nn.

Nw = Actual number of days during calendar month of construction on which a rainfall of Y mm or more is recorded.

Nn = Average number of days in the calendar month concerned on which a rainfall of Y mm or more is recorded in terms of existing rainfall.

Rw = Actual rainfall for the calendar month concerned in mm.

Rn = Average rainfall for the calendar month in mm deduced from existing rainfall data.



For the purpose	of this c	ontract the	values, Nn,	Rn, X	and Y	will be	the 1	foll	owi	ng
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Rainfall	Station	
Naiiliaii	Station	

Average Rainfall:

Average No of Days with Rainfall exceeding 10 mm:

Nn	Rn

The total extension of time is the algebraic sum of the monthly totals for the period concerned. Extension of time for parts of a month shall be calculated by using pro rata values of Nn and Rn. If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable. This formula does not take any delays as a result of flood damage which may cause further or simultaneous delays into consideration and flood damage shall be treated separately for purposes of extension of time for completion. The factor (Nw – Nn) is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor (Rw – Rn)/X is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work.

C3.2 : ENGINEERING AND SPECIFICATIONS

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

Concept, feasibility and overall process
Basic engineering and detail layout to tender stage
Final design to approved for construction stage
Temporary works

Preparation of "as built" drawings

Employer (Engineer)
Employer (Engineer)
Employer (Engineer)
Contractor (Engineer)
Contractor

C3.2.2 DRAWINGS

Additional construction drawings will, in terms of Clause 5.9.1 of the General Conditions of Contract (2010 2nd Edition), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

Drawing number & Title

Drawing 1 Farm Layout
Drawing 2 Support Structure
Drawing 3 Reservoir Structure
Drawing 4 Fencing detail



C3.2.3 Contract Specifications

FENCE SPECIFICATIONS:

Stock Proof (Attachment C)

- At material should bare the SABS mark where applicable
- Straining Posts in concrete footing 450mm x450mm x 730mm
 - a) Fence height:
 - b) The height of the fence must be 1350mm
 - c) Straining Posts: Straining Posts 8m apart Creosote 125m 150mm SABS 2100mm long
 - e) Stays: Stays 2m apart Y Standard 2.5kg/m 2100mm long
 - g) Droppers: Droppers 1m apart Ridgeback 900g/m 1400mm long
 - i) Wire: High Tension steel wire Round steel 2.24mm full galv.1650m per 50kg roll
 - k) Single Barbed Wire Oval steel 2.8 x 1.9 light galv.845m per 50kg roll
 - I) Binding wire Soft steel 2mm light galv.(Stays and droppers 2500m per 50kg roll
 - m) Soft steel 1.6mm light galv.(Mesh wire) 3175m per 50kg roll
 - n) Anchor Wire Round steel 4mm full galv. 500m per 50kg roll
 - o) Mesh 75mm x 1.8mm 1200mm high light galv. 36m per 50kg roll
 - p) Gates: Gate 1000mm x 1200mm x32mm pipe x 2mm wall thickness Heavy Duty
- 3. Solar Pump Specifications:
 - Pump outside diameter not exceeding 80 mm Ø;
 - The pump must be protected against dry-running, overloading and overheating;
 - Automatic restart when water returns to the well or when the motor temperature returns to the safety range;
 - Maintenance free Brushless (brushless induction high efficiency permanent magnet motor;
 - Maximum Power Point Tracking (MPPT);
 - All outer pump material must consist of 316 Stainless Steel for high wear resistance;
- The pump should be either Direct Current driven or Alternating Current driven with its own inverter;
 - Pump motor must operate at any voltage between 30V and 300V DC or 90-240V AC;

Sarvica	Provider	Initial	
Service	Provider	Initial	



- Pump must consist of a helical rotor (progressive cavity pump);
- Pump motor must be high efficiency permanent magnet (PM MOTOR)

9. Solar panel specifications:

- Solar panels must be IEC/SABS certified;
- Solar panels must be graded "A";
- Minimum voltage of panels must be above 30 v DC and a maximum of 100 watt;
- Panels must have class C fire rating:
- Serial number must be labelled under the glass;
- Panels must be mono or multi crystalline;
- Each panel must clearly be marked with the following information:
 - Manufacture details
 - Model or type
 - Peak power
 - Warranted minimum peak power
 - Voltage
 - Open circuit voltage
 - Current
 - Short circuit current
- Support structure specifications: Drawing attached
- All electrical installations must be earthed;
- Solar panels must be fitted on a Frame Specifications attached;
- All material must be SABS approved where applicable;
- Attach a table defining daily and monthly water supply;
- The successful bidder must remove all existing pumps to install solar pumps;
- Existing pump must be removed before fitting new pump;
- Two year guaranty must be given on pumps and motors;

Pumps must be provided with pressure switches which will enable the systems to switch of when tanks/ reservoir are completely filled;

(Put specification hereType/Paste here

DECLARATION:

l,	in the capacity of
hereby accept the conditions and specifications	as stated above.
Signature	
	Service Provider Initial



C3.3: PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule.

C3.3.2 EMPLOYMENT TARGETS

Minimum local community employment

The following minimum labour-based targets must be adhered to.

Employment of local community labour

The maximum possible number of workers is to be employed from the labour lists of the currently unemployed persons in the local community.

The Contractor shall employ 80% of unskilled labourers required for the execution of the Contract locally from the local residents. The minimum wage for unskilled labourers shall be in accordance with the Basic Conditions of Employment Act, No. 75 of 1997, as published in the Government Gazette from time to time for the Civil Engineering Sector, and for the specific Magisterial District.

To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only.

Local community labour is defined as people who reside in the community and who have been identified by the Project Steering Committee and whose names appear on the labour list.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and building skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

Must comply with the below minimum threshold where applicable.

Service provider to make use of local subcontractors as well as skilled and unskilled local labor if possible. 80% of the workforce employed by the contractor for non-specialized work must be from the local community. The successful bidder must submit signed time sheets monthly as proof for EPWP records. Where applicable

DESCRIPTION: Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia

QUOTATION NR: NC/DALQ/1949



Employment of women

Minimum 10% of the workforce must be women.

Employment of youth

Minimum 30% of the workforce must be youth (18 – 35 years of age).

Employment of disabled people

If available

Remuneration of local labourers

The minimum wages shall be the prescribed SAFCEC rate as set by the applicable law of the specific jurisdiction area.

C3.3.3 WORKER CONTRACTS

The Contractor will be required to enter into employment contracts with all labourers employed. All Workers Contracts for labourers employed during the month must accompany the Contractor's monthly report. The labourers must have a fixed job description that they must understand and they must acknowledge their production requirements and responsibilities.



C3.4: CONSTRUCTION

C3.4.1 WORKS SPECIFICATION

C3.4.1.1 Applicable SANS Standards

For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply -

SANS 1200 A : General SANS 1200 AB : Engineer's Office

SANS 1200 C : Site Clearance (Amendment 1, 1982) SANS 1200 D : Earthworks (Amendment 1, 1990)

SANS 1200 DB: Earthworks (Pipe Trenches)
SANS 1200 DM: Earthworks (Roads, Subgrade)
SANS 1200 G: Concrete (Structural)
SANS 1200 GA: Concrete (Small Works)
SANS 1200 L: Medium-Pressure Pipelines

SANS 1200 LB: Bedding (Pipes)

SANS 1200 LD: Sewers

SANS 1200 M : Roads (General)

SANS 1200 ME: Subbase SANS 1200 MF: Base

SANS 1200 H: Structural Steel Works SANS 1200 GB: Ordinary Building Works

The term "project specifications" appearing in any of the SANS 1200 standardised specifications must be replaced with the term "scope of work".

C3.4.1.2 Applicable National and International Standards

NOT APPLICABLE

C3.4.1.3 Particular / Generic Specifications

In addition the following Particular Specifications that are bound into this document shall apply:

Specifications PB: Building Works

SCOPE

This project specification covers variations and additions to standardised or particular specifications that are applicable to the contract.

The numbering method of this project specification deviates as follows from the method suggested in the Code of Practice SANS 1200.

Each clause with the prefix PS shall refer to the congruent clause in the appropriate section of the standardised or particular specification. Such clause shall either substitute, or supplement, or amend the clause with the same number. Where there is no such congruent clause in the standardised or particular specification, the PS clause shall be a new clause in the project specification. Any clause that is referred to in the standardised specification will also include the appropriate project specification.



C3.5: MANAGEMENT

C3.5.1 Construction Program and Methods

The Contractor shall programme the works.

The Contractor must sequence the works as follow:

...

Only one completion certificate will be issued for the project.

The Contractor shall indicate in his construction programme the number of construction teams he envisage will be required including the date when each team will start, change/activity where each team will commence from and the estimated period for which each team will be engaged.

Construction methods must be of such nature that no property or life on site or adjacent to the works is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval.

All open excavations on site must be clearly demarcated and safeguarded before it is left overnight, during weekends and on public holidays. All excavations shall be backfilled and finished to the complete satisfaction of the Engineer.

The Contractor shall program separately for the detection, exposing and modification of existing services at the start of the contract at least fourteen (14) days prior to the proposed crossings. The position and levels thereof must be recorded and forwarded to the Engineer so that any adjustments to the design can be made if necessary. No extension of time arising out of any delay in completing this work will be considered.

The Contractor shall submit within two (2) weeks after site-handover to the Engineer an updated construction program indicating all construction activities, phasing, handing over of sections, resources, timelines, monthly expenditure and critical path with specific reference to criteria in C3.5.1 for the duration of the construction period indicated for approval. The Contractor will not be allowed to commence with any work before this program has been agreed upon and approved by the Engineer.

The Contractor himself is responsible for liaison and the necessary arrangements with property owners, relevant local and road authorities, Eskom, Telkom and Neotel etc. in respect of service crossings and the finalisation and approval of the works program.

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

QUOTATION NR: NC/DALQ/1949



The Contractor shall record progress against the program. The Contractor shall draw the Engineer's attention immediately to any activities that fall behind program and shall inform the Engineer how he proposes to get back on program. Progress meetings shall be held monthly on site.

The Contractor himself is responsible for liaison with property owners with regards to the programming of construction activities through private properties and the crossing of access ways to properties at least fourteen (14) days before such construction activities commence. No additional payment will be made in this regard.

The Contractor shall be responsible to inform all property and business owners by written confirmation of any road closures and the arrangements must be completed at least seven (7) days in advance. No additional payment will be made in this regard and it shall be deemed to be covered by the relevant items.

However both vehicle and pedestrian access to businesses, commercial properties and municipal and state institutions i.e. SAPS buildings, provincial clinics, traffic departments and schools must be provided at all times and arrangements for temporarily alternative parking must be discussed and arranged with the relevant businesses or institutions.

Sufficient photos of existing structures, walls and areas that have to be crossed must be taken by the Contractor and handed over to the Engineer before such operations commence. No payment will be made in this regard and it shall be deemed to be covered in the preliminary and general items.

A Mechanical and electrical contractor will be on site during the contract period. The Contractor must note that no additional payment is applicable for re-programming of the works and/or any delays that may be caused by bad co-ordination, unless otherwise agreed by the Engineer. All costs associated with liaison with the Mechanical en electrical contractor and the accommodation of the main contractor's activities on the site must be allowed for in the schedule of quantities.

Existing services shall remain in operation throughout the duration of the contract.

C3.5.2 Engineering method statements

The Contractor shall issue the Engineer with engineering method statements at least fourteen (14) days prior to the commencement of construction activities for the following:

Method statement for: as per request from Project Leader/Engineer

The compilation of the above method statements shall be deemed to be covered in the preliminary and general items and no additional costs in this regard shall be entertained.



C3.5.3 Quality plans and control

The Contractor shall have a well-documented Quality Assurance system depicting his approach to guarantee quality control and the procedures for preventative and corrective actions in order to ensure compliance with the specified standards and requirements of this contract.

The Contractor is required to carry out his own control testing, but if he so wishes, and agrees to abide by the results of the Engineer's check test, he may dispense with his own tests. However, should the Contractor wish to use the Engineer's testing facilities, he will be charged for the various tests at the rates ruling at the time.

Any additional tests requested by the Contractor or any retests required, due to failure of the initial tests, will be charged to the Contractor at the rates ruling at the time.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

C3.5.4 Products and materials used

All products and materials used that forms part of the permanent works of this contract shall comply with the applicable SANS standards.

C3.5.5 Recording of weather

The Contractor shall erect a rain gauge on site or agree with the Engineer to use statistics from an approved weather station in the area.

The Contractor shall record any rainy and windy periods which may adversely affect the contractual time of completion in terms of Clause 5.12 of the General Conditions of Contract (2010).

C3.5.6 Format of communications

All communications regarding the contract shall be channeled through the Engineer and/or his duly authorized representative.

The Contractor shall supply a site instruction book (triplicate) which must be available on site at all times. The site instruction book forms part of the official contract documentation.

A "Progress Report", "Labour on Site" and "Plant on Site" must be submitted at each site meeting.

C3.5.7 Management meetings

Management (site) meetings shall be held once a month for the duration of the project on times and dates to be agreed.

Technical meetings shall be held once a month for the duration of the project on times and dates to be agreed.



Health and Safety management meetings will be arranged by the appointed Health and Safety Officer (HSO) for the duration of the contract.

Environment management meetings will be arranged by the appointed Environmental Control Officer (ECO) for the duration of the contract.

C3.5.8 Payment certificates

The date of measurement of the monthly payment certificate will be agreed at the first site meeting. All quantities must be agreed with the Resident Engineer/Clerk of Works before a payment certificate is submitted.

C3.5.9 SITE ESTABLISHMENT

C3.5.9.1 Services and facilities provided by the Employer

Source of Water Supply

The Contractor may make application to the Local Authorities/Farm Owner for a clean water supply point, but shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

2. Source of Power Supply

The Contractor is to make his own arrangements with the Electrical Service Provider/Farm Owner for electricity supply, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

3. Location of Site Camp, Materials Storage and Temporary Stockpiling Area

The position of the site camp, designated area for materials storage and temporary stockpiling shall be submitted to the Engineer for approval.

The Contractor shall confine his camp and storage of materials to the designated areas. On completion of the construction works the surface of the areas utilised shall be re-instated to the original state.

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C3.5.9.2 Facilities provided by the Contractor

a) Sanitary Facilities

.The Contractor shall supply chemical toilets for use by his works. The number of toilets shall be based on one toilet per fifteen (15) personnel on site.

Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

b) Housing for Contractor's employees

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

c) Advertising rights

The Contractor will be permitted to erect a maximum of two (2) of his own name boards in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not kept in good repair.

C3.5.10 PERMITS AND WAY LEAVES

The Contractor shall obtain the necessary permits and way leaves from the relevant authorities before any construction work may commence. The Employer/Engineer will provide the necessary drawings for the application of the permits and wayleaves.

The Contractor must allow in his preliminary and general rates for the costs to obtain the permits and wayleaves, as well as in his construction programme.



C3.6: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

The contractor and any subcontractor, his/her management and/or any of his/her personnel must comply to all the regulations as shown in the Occupational Health and Safety Act, 1993 and Construction regulations, 2014 before any access to the site may be granted by the employer or the employers agent. These regulations must be submitted in writing to the Department of Agriculture, Land Reform and Rural Development.

In compliance with the construction Regulations the contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the employer or the employer's agent which will be kept and maintained on site by the contractor for the full duration of the works.

- The health and safety plan shall include, but not be limited to, the following:
- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons,
- Safety method statements and procedures to be adopted to ensure compliance with the Occupational Health and SAFETY Act, 1993 (Act No 85 of 1993)
 - Aspects to be dealt with shall include, but not be limited to:
 - Public vehicular and pedestrian traffic accommodation measures
 - Control of the movement of construction vehicles
 - The storage and use of materials
 - The use of tools, vehicles and plant
 - Temporary support structures
 - Dealing with working at heights
 - Excavations
 - Confined space
 - Environmental conditions and safety requirements in working hazardous materials including asbestos cement products
 - Security, access control and the exclusion of unauthorised persons.
- · The provision and use of temporary services
- · Compliance with way-leaves, permissions and permits
- Safety equipment, devices and protective clothing to be employed
- · Emergency procedures
- Provision of welfare facilities
- · Induction and training
- · Provision and maintenance of the health and safety file and other documentations
- Arrangements for monitoring and control to ensure compliance with the safety plan during execution of the works



C3.7: ENVIRONMENTAL MANAGEMENT

C3.7.1 Environmental Management Plan

C3.7.1.1 Demarcation of the site

For the purpose of the EMP, the site shall be divided into two areas identified by the Engineer and the Contractor:

- The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage areas, batching areas and other infrastructure that is required for the running of the job.
- The working area in which construction activity is permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

C3.7.1.2 Construction camp

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date. The construction camp shall be planned in such a way so as to affect as small an area as practically possible. The Engineer shall approve the location and layout of the construction camp prior to establishment.

C3.7.1.3 Fencing of the site

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer. The erection of this fence shall be one of the first tasks undertaken by the Contractor after the commencement date. The boundaries between the construction camp area and the working area within the site shall also be fenced. The Contractor shall ensure that the erection of the fencing causes minimal disturbance to flora, fauna, natural, historical and cultural features. A method statement shall be submitted to the Engineer prior to erection to ensure proper positioning of the fence.

All material left over from fencing operations shall be collected after the fence has been erected and removed from site. Fences shall not be moved or removed without the written consent of the Engineer. The Contractor throughout the construction period shall maintain fences.

C3.7.1.4 Workshops

Any workshops shall be located inside the demarcated construction camp area. The exact location and design of the workshop shall be as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable (concrete) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil). When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. All waste material shall be disposed of in accordance with national, regional and local laws, regulations and by-laws. This waste material shall be regularly removed off site and disposed of at an approved waste site.

QUOTATION NR:[NC/DALQ/1949



C3.7.1.5 Eating areas

The Contractor's employees shall eat in the designated eating area indicated on the Contractor's drawing of the construction camp that has been approved by the Engineer. No changes to the eating area shall be made without the approval of the Engineer. The Contractor shall provide shade and adequate scavenger-proof and weatherproof refuse bins in this area. Any cooking on site shall only be undertaken in the eating area and be done on well-maintained gas cookers with fire extinguishers present. No cooking shall be done anywhere else on site and no fires are permitted.

C3.7.1.6 Watchmen

The Contractor shall ensure that a watchman is present on site during all non-working hours, including public holidays unless otherwise agreed with the Engineer to ensure the safety of sensitive areas.

C3.7.1.7 Ablution facilities

The exact location of the toilets shall be as approved by the Engineer. The Contractor shall provide toilets and shall be responsible for their maintenance and servicing on a daily basis. The contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied. Burial of waste from toilets on site is strictly prohibited. The toilets shall be maintained in a clean state. Performing ablutions anywhere other than in toilets is strictly prohibited. Leaking toilets shall be repaired immediately or removed from site.

C3.7.1.8 Solid waste collection areas

"Solid waste" refers to all solid waste, including construction debris, chemical waste, excess cement/concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

The Contractor shall set up a waste control and removal system. The Contractor shall submit a method statement for waste control and removal to the Engineer for approval prior to commencement. Bins shall be closed, weatherproof and scavenger-proof.

Waste shall be collected from these bins on a daily basis and shall be stored in a central collection area prior to removal off-site. This central collection area shall have appropriate storage containers (closed and weatherproof) bunded and lined with plastic or concrete. The waste from this central collection area shall be disposed of off-site at an approved waste site. Waste shall be removed from site on a regular basis as approved by the Engineer. Waste shall not be burnt or buried on site or in the surrounding area. Where possible, appropriate material shall be reused or recycled.

C3.7.1.9 Wastewater

Water shall be used sparingly on site and where possible wastewater shall be recycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to commencement date. This management plan shall detail the expected extent of contamination of each wastewater stream and how the Contractor plans to deal with each wastewater stream.

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C3.7.1.10 Fuel storage areas

Fuels required for use during construction shall be stored in a depot at the construction camp at a location as agreed upon by the Engineer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut. The tanks shall be situated on a smooth impermeable (plastic or concrete) base with an earth bund. The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 1,5 x the total capacity of the storage tanks. The bunded area shall be emptied of water following rainfall events. The floor of the bund shall be sloped towards an oil trap or sump to enable any spilled fuel and / or fuel-soaked water to be removed.

The Contractor shall keep fuel under lock and key at all times.

C3.7.1.11 Concrete batching area

Cement and concrete are regarded as hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall submit a method statement for mixing of concrete for approval by the Engineer indicating where the mixing will take place and the methods to ensure that waste water and materials are contained in the batching area and disposed of correctly. Concrete shall not be mixed directly on the ground.

C3.7.1.13 Equipment maintenance and storage

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the site. Where possible, all maintenance of equipment and vehicles shall be performed in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain agreement from the Engineer prior to commencing activities.

The Contractor shall demarcate an area in which equipment and vehicles may be stored. The location of this area shall be as approved by the Engineer. The Contractor shall take measures to ensure that there is no pollution of this storage area by leaks or drips.

C3.7.2 Materials handling, use and storage

The Contractor is responsible for ensuring that any material delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, "no go" areas, speed limits, dust control, etc) required to comply with the EMP before they arrive at site and off load any materials. The Contractor shall ensure that the delivery drivers are supervised during off-loading by someone with an adequate understanding of the requirements of the EMP, so as to ensure that all relevant requirements of the EMP are followed.



C3.7.2.1 Hazardous Substances

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous materials.

The Contractor shall provide the Engineer with a list of all hazardous materials to be used on site, together with the storage, handling and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location and design of the store within this area shall be approved by the Engineer prior to establishment.

C3.7.2.2 Fuel (Petrol and Diesel) and Oil

Where possible, the Contractor shall ensure the refuelling of vehicles takes place only at the fuel storage area in the construction camp. Where this is not possible, the Contractor shall notify the Engineer to get his approval of the refuelling method to be used. The surface under the refuelling area shall be protected against pollution to the satisfaction of the Engineer prior to any refuelling activities. All equipment that leaks shall be repaired immediately or removed from the site. Refuelling shall be carried out by means of pumps, rather than funnels.

C3.7.3 Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer prior to establishment of the site.

C3.7.3.1 Fire

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his staff and the staff of Subcontractors are aware of the procedure to be followed in the event of a fire.

C3.7.3.2 Accidental leaks and spillages

The Contractor shall ensure that his staff and the staff of Subcontractors are aware of the procedure to be followed for dealing with spills and leaks, which will include notifying the Engineer and relevant authorities. The Contractor shall also ensure that the necessary materials and equipment for dealing with spills and leaks are present on site at all times. The clean up of spills and any damage caused by the spill or leak shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillage's of any liquid material to the Engineer for approval.

DESCRIPTION: Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia

QUOTATION NR: NC/DALQ/1949



C3.7.3.4 Care of surrounding areas

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

Care shall be taken to ensure no accidental spillage or leakage occurs whilst temporary bypass facilities are in use. Should any spillage or leakage occur the Contractor shall immediately stop his operations and clean up the spillage. He shall then rectify the cause of the spillage or leakage before proceeding further to ensure that no further spillages occur.

The clean up of spillage and any damage caused by the spillage or leakage shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillages of any sewage to the Engineer for approval.

The Contractor shall ensure that no pollution of the surrounding areas occurs due to windblown or other litter emanating from the site or from his activities during construction. No fires are permitted, neither is the cutting down of or any damage to trees and other vegetation (especially Camel Thorn Trees) outside of the demarcated site. **DESCRIPTION:** Supply, Delivery and construction of stock water system at farm

Boonste Onderstevlei 200km North from Calvinia QUOTATION NR:[NC/DALQ/1949



AA A ANNEWIRE	
C3.8: ANNEXURES	

DESCRIPTION: Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia QUOTATION NR: NC/DALQ/1949



ANNEX	Δ-	1	0	CA	П	ITV	1	DI	ΔN
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DESCRIPTION: Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia

QUOTATION NR: NC/DALQ/1949



ANNEXURE B: DRAWINGS

Drawing 1 Farm Layout
Drawing 2 Support Structure
Drawing 3 Reservoir Structure
Drawing 4

Fencing detail

DESCRIPTION: Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia

QUOTATION NR:[NC/DALQ/1949

agriculture, land reform & rural development Discrete and offer & new development Systems and offer & new development Systems and response.

PASTE DRAWINGS HERE AND DELETE THIS MESSAGE



PART C4: SITE INFORMATION

C4.1 SCOPE

C4.2 SUBSOIL INVESTIGATIONS

DESCRIPTION: Supply, Delivery and construction of stock water system at farm Boonste Onderstevlei 200km North from Calvinia

QUOTATION NR:[NC/DALQ/1949



SCOPE

The documentation included in this section describes the site as at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming.

Only actual information about physical conditions on the site and its surroundings has been included in this section and interpretation is a matter for the tenderers.

SUBSOIL INVESTIGATIONS

No formal geotechnical investigation has been done on this project. Prospective tenderers shall acquaint themselves with the nature of the materials found on site. Certain portions of the total excavation may have to be done by mechanical breakers and / or blasting.

No claims whatsoever that may arise because of unforeseen ground and subsoil conditions will be considered. It is the responsibility for the Contractor to ascertain for himself the nature of the ground and subsoil as well as the conditions on site.

It is the Contractor's responsibility to supply and deliver all materials that comply with the minimum standards as well as for the building and maintaining of access roads to the works on site, haul areas or dumping sites. No additional payment will be applicable to the above-mentioned other than the relevant items in the schedule of quantities.

DEPARTMENT OF AGRICULTURAL DEVELOPMENT

BLW 23/10A

Reference: 211/2443/1	Head office:	Region: Namakwa
Owner: Hantam Municipality		
Farm Unit: Bovenste en Onderstevlei	11819 ha	Magisterial District: Namakwa
Grazing capacity of field: 50 Ha/LSU		Number of cattle that may be detained on the field: LSU 236.38

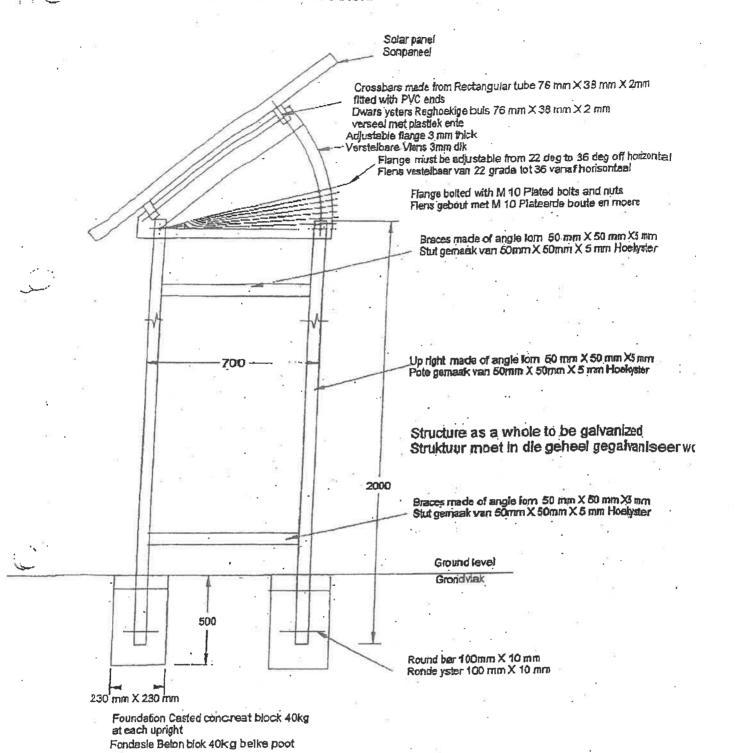
LIST OF LAND CONSERVATION WORK ACCORDING TO FARM MAP

No. 1

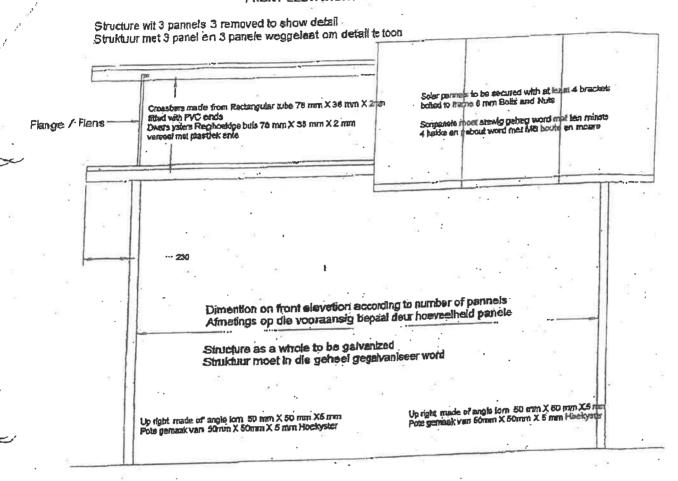
Page: 1 van 1

- If a grant is required, the proposed land conservation work may not commence prior to the written permission of the Executive Officer.
- Works under group 1 are the proposed land conservation works that can be considered for subsidy.
- Works under group 2 are already subsidized.
- Works under group 3 are not subsidized.

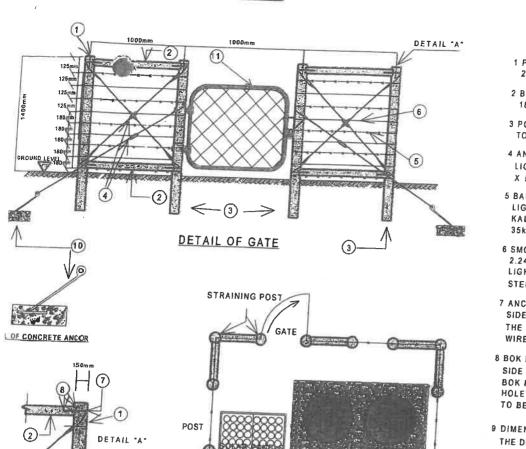
					Works under	group 3 are not subsidized.	T T
Work/	Group No	3	Location according	to farm map	Description and purpos	e of work	Dimensions
	1		C1,C2,C3,C4,C5		Stockwater system		1964/65
-	2		C5/3		Inner fence		1964/65
	3		C4/3		Inner fence		1964/65
	4		C4/5		Inner fence		1964/65
	5		C1/2		Inner fence		1964/65
	6		C2/3		Inner fence		1963/64
	7		C7/14		Inner fence		5700m
	8		C8/13		inner fence		4100m
	9		C12/8,13		Inner fence		2700m
10			C14		Stockwater system,[DoA 3008	
11			C1,2,3,4,5,6,7,8,9	,10,11,12,13,14,15	Repair of inner fence	es	24000m
				T			
			Naam	Signature	Rang	Kantoor	Datum
Орде	stel Deur		OMM MOUTON	Allen	ASO	CALVINIA	2020/11/02
Mana	sien Deur		A.C.CLOETE	MIN SIC	CT (SRM)	CALVINIA	2020/11/02



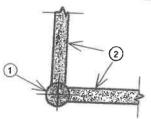
FRONT ELEVATION / VOORAANSIG



ATTACHMENT C



RAINING POST DETAIL "A"



ON STRAIN



0001

PLAN

0001

NOTES

- 1 POSTS: 2400 X 1250mm X CREOSOTE ANCOR POST
- 2 BOK POST: 1800 X 75Ømm X CREOSOTE POST
- 3 POST FOOTINGS: TO BE 1000mm BURRIED INTO THE GROUND
- 4 ANCOR WIRE: LIGHTLY GALVANIZED 4mm X 50KG X 500m (NO 8)
- 5 BARBED WIRE: LIGHTLY GALVANIZED KAROO 1 / KALAHARI 1: 2.8mm X 1.9mm X 35kg X 845m
- 6 SMOOTH WIRE: 2.24mm X 1650m X 50KG LIGHTLY GALVANIZED STRAIN STEEL WIRE
- 7 ANCOR POST WIRING: SIDE OF POST TO BE CARVED OUT FOR THE PREVENTION FOR THE NO 8 WIRE TO SLIPPED
- 8 BOK POST TO ANCOR POST: **

 SIDE OF ANCOR POST TO BE CARVED FOR

 BOK POST TO BE FITTED

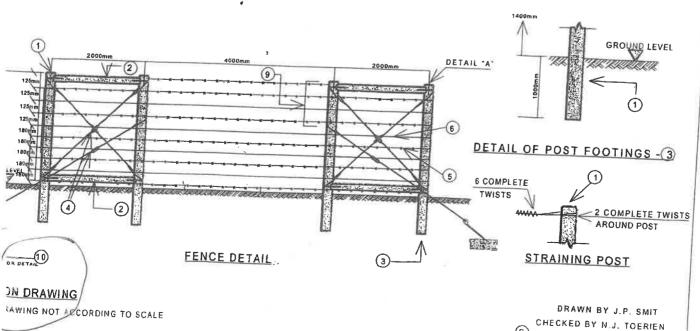
 HOLE TO BE DRILLED AND BOK POST

 TO BE BIND WITH NO 8 WIRE TO ANCOR POST
- 9 DIMENSION: THE DISTANCE BETWEEN TOP OF ANCOR POST AND ANCOR WIRE TO BE 400mm
- 10 CONCRETE:
 MINIMUM CONCRETE STRENGHTS OF
 ANCORS 28MPa AT 28 DAYS
 MIX
- 1 (50kg cement):
 90L Sand:
 140L Crusher Stone
 BASE PLATE AT ANCOR:
 100mm X 100mm X 3mm STEEL PLATE
 10mmØ STEEL HOOK, WELDED AT BASE PLATE
- 11 GATE:
 900mm WIDE X 1200mm X 32mm X 1.6mm
 ROUND LEVEL WITH LOCKING CHAIN TO GATE
 COVERED WITH DIAMOND MESH

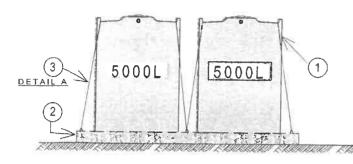
TENSION OF WIRE STRANDS: THE TENSION OF THE WIRE STRANDS MUST BE AT LEAST 1.5 kN

(C)

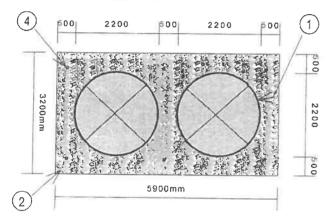
DATE: 21/11/2011



AANHANGSEL B RESERVOIR



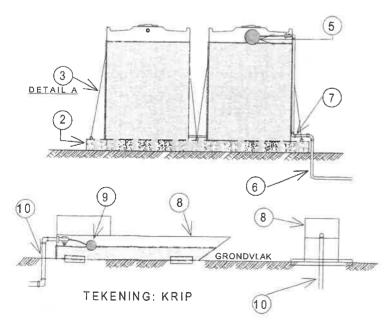
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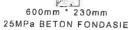
PLAN



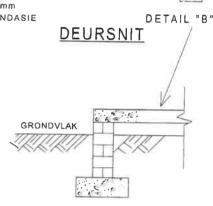
DETAIL A



NOTA: SKAAL 1: 100



GRONDVLAK



600mm * 230mm 25MPa BETON FONDASIE

DETAIL B

1: TENKE

NOTAS

2 X 5 000 LITER TENKE, VERVAARDIG VAN UV STABILISEERDE MATERIAAL EN MOET TEN MINSTE OOR 5 JAAR WAARBORG BESKIK EN OOR N STOORKAPASITEIT VAN 5 000 L BESKIK

2: FONDASIE

150mm DIK VLOER SEMENT MENGSEL 25 MPa STERKTE 1 (50kg sement): 90L Sand: 140L Gebreekte Klip

2 X 4mm GEGALVANISEERDE DRAAD, NO 8 OPGEWEN SODAT DRAAD STYF SPAN

4. ANKER HAKE

8mm STAAL HAKE IN BETONVLOER GEGIET

5: BALKLEP EN KRAAN

250mm/O_KOPER BAL - NVT vir die Tender 40mm HOËDRUK FLOTTERKLEP

40mmO oPVC KLAS 6, TEN MINSTE 300mm DIEP BEGRAWE EN SABS MERKDRAEND

7: KOPPELINGSPYPE

40mmO HDPE KLAS 6 SABS PYP

8: SEMENT BEES KRIP 2.4m X 300mm MET DEKSEL OM BALKLEP T ESKERM

9: KRIP BALKLEP EN KRAAN 200mmO BAL

32mmØ HOEDRUK FLOTTERKLEP

10: VERBINDINGSPYPE TUSSEN KRIPPE 32mm@ P.PYP KLAS 3, SABS MERKDRAEND N TEN MINSTE 300mm DIEP BEGRAWE

GETEK DEUR J.P. SMITG

NAGESIEN DEUR N.J. TOERIEN

50C