



## **TERMS OF REFERENCE**

### ***FOR THE***

**SURVEY, DESIGN, SUPPLY, DELIVER AND FULL INSTALLATION WITH TESTING AND COMMISSIONING OF  
A 10.0ha SPRINKLER IRRIGATION SCHEME AT THANDOLWESIZWE PROJECT (MAPHUMULO, WARD 2)**

**Closing Date: 20 March 2024**

**Closing Time: 11h00**

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## SERVICE PROVIDER TERMS OF REFERENCE

*It is the intention of Enterprise iLembe to enter into a formal contract with a service provider or consortium to provide the services described herein. These Terms of Reference and the bidder's proposal will form the basis of the contract.*

### Section 1: Details

<b>Province:</b>	KwaZulu-Natal
<b>Agency:</b>	Enterprise iLembe Economic Development Agency
<b>Local Municipal Region:</b>	Maphumulo LM
<b>Ward:</b>	02

### Section 2: Background

Enterprise iLembe is an economic development agency wholly-owned by the iLembe District Municipality with its key mandate being the following;

- To drive Economic development
- To promote Trade and Investment Promotion
- To market the District for tourism, business and investment
- To work with local government to facilitate a business enabling environment
- To implement business, retention and expansion (BR&E) programmes in partnership with local business

The objective of Enterprise iLembe is to improve the competitiveness of the iLembe Region by creating an environment that will enable local business to compete successfully on the international stage.

### Section 3: Project Description

#### 3.1 PROJECT DESCRIPTION / BACKGROUND

Thandolesizwe Cooperative is a primary production cooperative based in Maphumulo Local Municipality, ward 2. The project is an agriculturally based project specialises in plant production. The project is being resuscitated as it hasn't been in operation for a long time.



- 3.3.6 Before handover of the project it is required that the service provider will offer training to the participants on the utilization of the scheme, starting and switching off as well as general maintenance issues.
- 3.3.7 Refer also to the details of these works specified in both the *Section: Project Technical Specifications and Project Particular Specifications*.

## **Section 4: Special Terms And Conditions (Where Applicable)**

### **1. COMPETENCY OF THE SERVICE PROVIDER**

Contractors having a CIDB grading designation of 3SH and/or 3CE or higher are preferred. The contractor is to submit evidence of his/her OWN Active registration. Service providers must have experience and qualification to undertake the services necessary to implement the irrigation scheme as required. The competence and reliability of the service provider will be evaluated according to the proof of previous works for which reference letters are required to be submitted by the bidder. It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute the required works as per terms and conditions of the contract.

**All specialist suppliers shall provide the required services as specified. The supplier's details to be provided in Appendix 4.**

### **2. SITE BRIEFING**

A compulsory site-briefing meeting is provided for which will assist service providers with their pricing.

### **3. ALTERNATIVE SPECIFICATION**

The Pricing schedule may make some allowance for alternative specifications for some items that are at least equivalent to the ones provided. Apart from these, no counter offers shall be considered.

### **4. DELIVERY CONDITIONS**

Delivery of services must be made in accordance with the instructions and arrangements with Enterprise iLembe. Delivery periods must be strictly adhered to as stipulated in the proposal.

Deliveries not complying with the proposal shall be returned to the service provider for their cost.

### **5. INVOICES**

The instructions/arrangements of Enterprise iLembe regarding the supply, dispatch and submission of invoices must be strictly adhered to.

All invoices submitted by the Contractor must be original, indicating the work done, the amount of tax charged (if applicable) and the total invoice amount.

## 6. IRREGULARITIES

Companies are encouraged to inform Enterprise iLembe timeously of any possible irregularities, which might come to their notice in connection with this or other contracts.

## 7. PAYMENT FOR SUPPLIES AND SERVICES

A contractor shall be paid by Enterprise iLembe in accordance with the services rendered as per the SLA/payment certificate.

There will be no payment for materials or equipment delivered to site, unless they have been installed or otherwise used in the construction process.

Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, Enterprise iLembe shall make every effort to take advantage of such discount.

Any query concerning the non-payment of accounts must be directed to Enterprise iLembe.

## 8. PERIOD OF CONTRACT

The contract is for **three (3)** month/s.

For the completion period, see Clause “*Period of Completion & Rate of Progress*”.

The contract period will be from the date of the signing of the Service Level Agreement (SLA) and until the final payment after the expiration of the defects liability period.

## 9. QUALITY CONTROL/ TESTING OF PRODUCTS

The Enterprise iLembe reserves the right to inspect and verify the quality and specifications of the supplied materials and equipment, as well as other items listed on the Bill of Quantities, **before** construction and/or installation. In case of deviations in terms of dimensions, strength, numbers or otherwise, the Contractor shall replace these goods for the correct ones at his/her own expense.

The same replacement obligation to the Contractor would apply during installation, during, and after commissioning.

In the case of sustained or repeated non-adherence to the specifications of the materials and/or equipment, as well as in the case of general negligence during the implementation process, the contract may be cancelled. The Participant will in such cases seek compensation from the contractor for the estimated costs for completion.

In cases of deliberate negligence or unwillingness to adhere to the specifications, the Service provider may have his contract cancelled and also reported to the appropriate authorities.

## **10. UNSATISFACTORY PERFORMANCE**

Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

Enterprise iLembe shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).

If the Contractor fails to commence the Works or to proceed with and complete the Works in compliance with the projected timeframes, Enterprise iLembe or his/her representative shall take action in terms of its his/her delegated powers and adopt and exercise one of the following courses wholly or partly, viz: -

- 10.1.1 To direct the Contractor, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites,
- 10.1.2 To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- 10.1.3 To Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as deemed best.

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

When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

## **11. SERVICE LEVEL AGREEMENT**

The successful Bidder and Enterprise iLembe will sign a Service Level Agreement (SLA) prior to commencement of works.

A proposed programme of works must be provided by the contractor for the approval of the Enterprise iLembe within two weeks after site handover. Once approved, the programme will be utilised to monitor works progress and any deviations to the programme would have to be discussed and approved by Enterprise iLembe.

The *Special Terms and Conditions (STC)*, the *Standard Technical Specifications (STS)* and the *Project Particular Specifications (PPS)* as listed in this bid document, together with the Bill of Quantities/*Drawings*, are deemed to form part of the SLA.

## **12. COMMENCEMENT OF THE WORK**

Site establishment must start within **two (2) weeks**, and the actual works within **three weeks after hand-over** of the site, provided that;

- An official offer has been issued and accepted;
- The contractor is in possession of all relevant documentation required for works execution;
- No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.

In case work has not commenced within two (2) weeks of the site hand-over and no attenuating circumstances for the delay can be provided, Enterprise iLembe reserves the right to cancel the contract

## **13. SITE HANDOVER TO THE CONTRACTOR**

Enterprise iLembe will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and Government Officials.

The site will be handed back at works completion after a final inspection by Enterprise iLembe revealed no outstanding patent defects.

The Contractor will control the site for the contract duration. Only the Contractor's own employees, Contractor's local labour and Enterprise iLembe Representatives will be allowed on site.

The Contractor is responsible in the administration, control and security on the site at all times during the contract duration.

## **14. WATER AND POWER**

The Contractor shall make the necessary arrangements for the provision of any water and power. No payment will be made for the provision or use of these services and the cost of these shall be included in the Preliminary & General section of the bid amount.

## **15. LOCATION OF CAMP**

The Contractor's camp may be erected on the site of the works but must meet the approval of Enterprise iLembe , project beneficiaries and landowners.

No persons other than a night watchman may sleep in the camp, without the approval of the local relevant Stakeholder.

## **16. HOUSING OF CONTRACTOR'S EMPLOYEES**

The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site. However, it may be possible to arrange temporary local accommodation for the Contractor's staff with the participants.

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

## **17. LABOUR SOURCE & CAPACITY**

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

The contractor is encouraged to source unskilled labour from the project participants or local community. The Contractor and Enterprise iLembe may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.

The contractor is encouraged to create job opportunities as per EPWP guidelines.

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

## **18. SECURITY & RISK**

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

The Contractor shall also be responsible for safeguarding all plants, machinery, equipment and materials on site. Enterprise iLembe shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

## **19. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY**

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

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

The Contractor shall remain fully responsible for all material and plant etc. until the completed works are handed over and have been officially accepted by Enterprise iLembe .

## **20. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.**

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

## **21. DAMAGE TO PROPERTY**

If the Contractor or his/her employees, while engaged in the execution of the contract, shall break, deface, injure, destroy or allow to fall into disrepair any part of the Works or property belonging to the Participant, or any private property including: buildings, paving's, roads, fences, walls or grounds contiguous to the premises of the Participant on which he or they may be employed, the Contractor will be required to repair, in a perfect and workmanlike manner, at own expense all damage to the approval of Enterprise iLembe. The Completion Certificate will not be issued until Enterprise iLembe is satisfied that all necessary remedial work has been satisfactorily completed

The Contractor shall take every precaution against damage or nuisance being caused by dust both to the properties of the Participant and all surrounding properties and shall indemnify the Participant against any claim that might arise there from.



## **22. UNDERGROUND CABLES AND PIPES**

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

Should the Contractor damage underground cable or pipes, such damage shall be repaired as soon and safely as possible by the Contractor.

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

## **23. DAILY RAINFALL RECORDS**

Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept, Enterprise iLembe is under no obligation to grant extension of the completion period for inclement weather.

## **24. INSPECTION OF WORK**

Enterprise iLembe representative/s may at all reasonable times have access to the site where work is being executed for inspection purposes.

Enterprise iLembe may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

## **25. NOTICE OF COVERING WORK**

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

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

## **26. SUB-CONTRACTED WORK**

The contractor shall not sub-contract the entire contract. The contractor must indicate in *Appendix – Subcontracted Works* which part(s), if any, (s)he intends to subcontract.

Sub-contracting shall not relieve the contractor from any liability or obligation under the contract and his/her shall be liable for the acts, defaults and neglects of any sub-contractor, his/her agent or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.

## **21. INSURANCE**

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

- 21.1 Insurance against damage, destruction or loss to 50% of the value of the contract.
- 21.2 Public Liability insurance.
- 21.3 All risks (works) policy and Political.

The Contractor shall provide Enterprise iLembe with proof that Insurance has been obtained for the contract period.

## **22. OCCUPATIONAL HEALTH AND SAFETY**

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

- Carrying out and documenting risk assessments of all work to be carried out under the contract.
- Preparation of safe work procedures.
- Preparation of an H&S plan, discussing it with Enterprise iLembe, and then amending it as agreed.
- Preparation of a Project H&S File to include all requirements of Annexure A.
- Regular updating of all of the foregoing.
- Provision of medical certificates of employees.
- Provision of PPE and protective clothing for employees
- Complying with all H&S requirements for the duration of the contract.
- Provision of forced ventilation (as required when working in confined spaces).
- The completion and checking of the safety file upon completion of the works and handing it over to the Enterprise iLembe representative.

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

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

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

*Table 1 – OHS Requirements and submission dates*

<b>PAM Item No.</b>	<b>Requirement</b>	<b>OHS Requirement</b>	<b>Submission Date</b>
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site

2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3	Competence of Responsible Persons	Enterprise iLembe Requirement & OHS Act	Together with H&S plan
2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.5	Health and Safety Organogram	Enterprise iLembe Requirement	Together with H&S plan
2.6	Initial Hazard Identification and Risk Assessment	Construction Regulations.	Together with H&S plan
2.7	Medical Certificate of Employees	Construction Regulations	On commencement of construction.

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

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

## **23. INJURY TO PERSONS**

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

## **24. DISAGREEMENTS**

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

Ruling on disagreements. Enterprise iLembe shall give a ruling on the disagreement in writing to the Contractor no later than 14 days after his receipt of a written request from the Contractor requiring him to do so. Enterprise iLembe shall provide such a ruling with as little delay as possible. During the response time, the Contractor shall not alter the status of the works under contention.

## **25. FIXED PRICE CONTRACT**

The contract shall **not** be subject to contract price adjustment.

## **26. PRICING - COMPLETENESS OF BID**

- 26.1. Bidders are required to Bid for all services, products and commissioning as specified in this document and associated plans.
- 26.2. All bid/quoted prices for *line* items are to be in South African currency and must **exclude** VAT (15%).
- 26.3. All items as described in the project specification are to be priced in full.
- 26.4. ***The costs for travel, accommodation, all associated disbursements etc. must be included in the rates/amounts tendered for all the works required.***
- 26.5. Transport/Delivery costs as well as for labour and supervision must be included separately in the Pricing Schedule.
- 26.6. VAT (15%) must be filled as a separate total in addition to the sub total followed by the complete price for the entire project. **NB.** Applicable only for VAT Vendors.
- 26.7. The Bid price page must be signed by a person legally authorized to do so.

## **27. QUANTITIES OF WORK**

- 27.1. The Contractor shall receive payment only for the works actually executed and approved by Enterprise iLembe .
- 27.2. No claim for any extra or for any addition, or for any variation shall be entertained unless such extra, addition or variation was ordered in writing first by Enterprise iLembe .

## **28. PROGRESS PAYMENTS**

- 28.1. The contractor may submit claims for progress payments only on completion of the works specified on the Works Phase Schedule.
- 28.2. Payment shall only be made for claims that are commensurate with the works actually executed and complete.
- 28.3. Payment will only be made against the construction progress as pertaining to **built / installed** items. Movable items and materials on site are excluded from progress payments until they

have been fully installed or fitted or built up. ***In this instance, the payment arrangements etc. will be reflected on the signed Service Level Agreement (SLA).***

- 28.4. If any item or part of an item in an invoice is disputed by Enterprise iLembe , Enterprise iLembe shall give notice of such with reasons.
- 28.5. Enterprise iLembe may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.
- 28.6. The contractor shall be paid in multiple part payments but not exceeding the number reflected on the SLA.
- 28.7. Part payments will be made after Enterprise iLembe has approved the work and will be made in accordance with the SLA and the “Retention Clause”.
- 28.8. The penultimate payment occurs after practical works completion. The final payment will be made after the **3 months liability period** when the contractor has dealt with all defects, if any.

## **29. COMPLETION OF THE WORKS**

Work completion will be established over three stages.

### *29.1 Practical completion*

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

### *29.2 Works completion*

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

### *29.3 Final completion*

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

Certificates of Completion and Final Approval will be issued by Enterprise iLembe for practical and final construction completion.

### 30. RETENTION

A 10% retention will be withheld on payment for the duration of the construction. **NB.** In the event that a contractor has deposited a guarantee then this provision will not apply.

The Participant will pay out half of this retention, or 5% of the bid value as part of the second last payment at **works completion** of the works. The remainder, viz 5%, will be paid out at **final completion** after expiry of the defect liability period 3 months after practical completion), the bidder having eliminated all defects.

In some instances, Enterprise iLembe may decide to shorten this period order to allow all payments to be completed within the financial year. However, this is **not** a given and the Contractor will be notified during the course of the construction if such would be the case.

### 31. DEFECT LIABILITY PERIOD

The defect liability period is **3 calendar months** calculated from the date of Works Completion.

The contractor shall unconditionally guarantee all materials, pump and motor as well as all workmanship related to the works for that period (warranty of pump and motor will be for the full period as provided for by the manufacturer). The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works immediately and at his own cost.

### 32. CONTINGENCIES

An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract as determined by Enterprise iLembe Representative. **Payment of the Contingencies allocation to the Service Provider is therefore not a given**, as the occurrence of limited, or even absence of any approved Contingencies will reduce the total amount paid out for this contract.

32.1. Approval from Enterprise iLembe for the use of the Contingencies allocation is required before any purchases can be made or work is started from this allocation for the project.

### 33. PERIOD OF COMPLETION & RATE OF PROGRESS

The project has to reach practical completion **within three (3) month/s** calculated from the date of site handover.

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

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

The date of completion will be extended only to the extent approved by Enterprise iLembe.

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

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

#### **34. PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION**

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

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

34.1. Enterprise iLembe reserves the right to deduct a penalty for late completion of up to **0.05% of the contract value per working day delay**. This will be deducted from the retention.

#### **SUB-CONTRACTED WORK**

34.2. The Appointed Contractor shall **not sub-contract the whole** of the contract. In case the Contractor decides to subcontract part of the work, he shall obtain written consent of Enterprise iLembe . Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be fully liable for the acts, defaults and neglects of any sub-contractor, his agent or employees. The Contractor remains fully responsible and accountable for all aspects of the work (quality, timelines and budget).

#### **35. VARIATIONS / 'AS BUILT' DETAILS**

No variations or alterations may be made without the prior approval of Enterprise iLembe . As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the specifications as issued to the Contractor at the start of the contract. All alterations will be deemed to have a zero additional cost implication. If any additional works are required that have an additional cost implication then these must first be authorized in writing by Enterprise iLembe and paid as part of contingencies.

#### **36. TIME TO BE OF THE ESSENCE**

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

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

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

### **37. WORK SCHEDULE & PROGRESS PAYMENTS**

The contractor is to supply a Gantt chart with the proposed times of completion of each phase.

The progress payments suggested in **APPENDIX 1** serve as a guideline for part payments.

## **Section 5: Standard Technical Specifications (Where Applicable)**

### **1. PRELIMINARIES AND GENERAL**

- 1.1. The Contractor to provide for such in his pricing.
- 1.2. All insurances (UIF, workman's compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the Contractors responsibility and attention throughout the contract duration until handover of the project.
- 1.3 Enterprise iLembe reserves the right to stop progress of the works until these conditions are complied with.



## **2. APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS**

For the purpose of this project the relevant SANS specifications shall apply- specifically SABS 1200: *Standardized Specification for Civil Engineering Construction*. The following sections shall in particular apply here:

- 2.1 SABS 1200 AA - 1986 (General - Small Works),
- 2.2 SABS 1200 DA -1988 (Earthworks - Small Works)
- 2.3 SANS 2001-BS1: Site Clearance (2008)
- 2.4 SANS 2001-BE1: Earthworks (general) (2008)

## **3. APPLICABLE STANDARDS: EARTHWORKS & SITE PREPARATION**

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

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

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

- 4.1. All survey works must conform to the applicable industry standard specifications.
- 4.2. All design work for the required irrigation scheme must be in accordance with the accepted industry norms and standards for such a scheme.
- 4.3. All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer.
- 4.4. All materials must conform to SABS specifications for the products. This includes all items required for the fully functional irrigation scheme.
- 4.5. All construction works must conform to the applicable standard specifications and installation requirements as per National Building Regulation (NBR) requirements and manufacturers recommendations.
- 4.6. All concrete works to conform to CNCI standards and recommendations.

## **5. LABOUR AND SPECIALIST SERVICES**

- 5.1. Labourers supplied by the contractor shall be provided with all tools and protective clothing in accordance with the ***Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)***.
- 5.2. Professional Registered Land Surveyor with survey assistant/s is required to complete the topographical survey.

## 6. MATERIALS AND CONSTRUCTION

- 6.1. All materials must be newly purchased and conform to SABS specifications for the products. This includes all items required for the irrigation scheme such as pipes, sprinklers, pump/motor, trailer, etc.
- 6.2. All installation works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to CNCI standards and recommendations

## 7. STANDARD MIXES: CONCRETE

- 7.1. Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m<sup>3</sup>.
- 7.2. Water addition should be kept to a minimum. Only sufficient water should be used to produce a workable mix of 60-100mm slump. A recommended maximum water : cement ratio is 1 for a 10MPa; 0.8 for a 15MPa; 0.65 for a 20MPa; 0.59 for a 25MPa; 0.53 for a 30MPa mix, however the lower the ratio the better the durability of the concrete. Approximately 210 litres per m<sup>3</sup> of concrete is required for an average quality sand and optimum quantity 19mm stone.
- 7.3. Concrete for non-structural purposes shall be “Prescribed mix concrete” produced in accordance with the requirements indicated in Table 3.

TABLE 3: STANDARD CONCRETE MIXES					
Class of Concrete	Min. Compressive Strength in MPA at 28 Days	Max. Nominal Size of Coarse Aggregate in mm	Proportion of Constituents <b>&gt;&gt; 1 Wheelbarrow = 2 bags of cement &lt;&lt;</b>		
			Cement (Parts)	Sand (Parts)	Stone (Parts)
A	10	37,5	1	4	5
B	15	19,0	1	3	4
<b>C<sup>1</sup></b>	<b>20</b>	<b>19,0</b>	<b>1</b>	<b>2.5</b>	<b>3.5</b>
D <sup>2</sup>	25	19,0	1	2	3
E	30	19,0	1	2	2½
<sup>1</sup> This project:			<b>1 (=2 bags)</b>	<b>4</b>	<b>4</b>

## 8. SITE CLEARANCE (where applicable)

### 8.1. Applicable standards

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

**8.2. Areas to be cleared and grubbed.**

The area to be cleared and grubbed for this particular project will be done by the Service Provider and provision is made in the BoQ/Pricing schedule. The Service Provider must however verify the exact extent of work required during the site briefing. The Service Provider must also ensure that work is within the designated area in accordance with the layout map provided.

**8.3. Cutting of trees**

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

8.3.2. *Branches overhanging boundaries.* The branches of trees to be left standing shall be so trimmed as not to encroach upon the space (of height at least 7m) vertically above any carriageway, railway formation, or other designated area.

8.3.3. *Preservation of trees.* No tree shall be cut down until Enterprise iLembe has given written authorization for such work to commence.

**8.4. Clearing**

8.4.1. *Clearing shall consist of:*

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

8.4.1.2. The disposal of all material resulting from clearing.

8.4.1.3. The removal of rocks and boulders of size up to 0.15m<sup>3</sup> that are lying on the surface to be cleared or exposed during the clearing operations.

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

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

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

- 8.4.3. *Re-clearing of vegetation.* If during the contract period vegetation should again grow on any portion of the site, borrow areas, or the areas that have been cleared in accordance with the specification, Enterprise iLembe Representative may, if considers it necessary, order that such area be re-cleared. Such re-clearing shall include the removal and disposal of grass, shrubs, and other vegetation, as in the first clearing operation.
- 8.5. **Grubbing**
- 8.5.1. Stumps and roots larger than 75mm in diameter shall be removed to a depth of at least 600mm below the finished level and at least 100mm below the original ground level. Where the area has to be compacted, all stumps and roots including matted roots shall be removed to a depth of at least 200mm below the cleared surface.
- 8.5.2. Except in borrow areas, cavities resulting from grubbing shall be backfilled with approved material and compacted to a density at least equal to that of the surrounding ground.
- 8.6. **Conservation of topsoil**
- 8.6.1. The terms of Sub-clause 5.2.2 of SANS 1200DA: 1988 shall apply.
- 8.7. **Site levelling and landscaping**
- 8.7.1. After completion of the installation of the irrigation scheme, those areas affected by any levelling will need landscaping. All loose soil to be uniformly spread out over the area/slopes adjacent to the irrigation lines excavated etc.. Any uprooted and cut vegetation to be removed and taken to a site as per the instructions of the beneficiaries/landowners and in consultation with Enterprise iLembe .
- 8.8. **Other general works specifications**
- 5.8.1 Site demarcation. The perimeter fence line must be pegged out by the contractor in consultation with the Farmer and may be checked by Enterprise iLembe representative before actual works can begin.
- 5.8.2 Safeguarding of materials. All material to be supplied and delivered to site. Proper security measures must be implemented in consultation with the Farmer to safeguard it prior to installation. It is the contractor's responsibility to ensure the correct material is delivered and measures are taken to safeguard it until the project is handed over.
- 5.8.3 SABS Compliance. Sound engineering practices and adherence to the relevant SABS construction codes should be applied to secure integrity of the fencing and gates installation. In the absence of compliance and proof of improvement after having been pointed out shortcomings by the Enterprise iLembe representative, the contractor may be instructed to halt all irrigation installation work and be replaced by another contractor.
- 5.8.4 Surplus material. Surplus material will be retained by Enterprise iLembe and should any surplus material be taken by the contractor, or any material not be supplied, payment will be made

based on what has been actually used/installed. The contractor to ensure that all materials conform to the required specifications prior to installation.

- 5.8.5 Completion & Hand over. The irrigation scheme must be fully functional on completion. The contractor will remain responsible for the irrigation scheme including all materials, and the official hand over and final payment will not take place until such time that the entire irrigation scheme required is fully functional with all defects attended.

## Section 6: Project Particular Specifications

### 1. DETAILED SCOPE OF CONTRACT

- 1.1. The contract covers all the required activities to ensure a fully functional 10.0ha sprinkler irrigation scheme for vegetables at the Thandolwesizwe Project.
- 1.2. The required works therefore includes amongst others but not limited to:
- 1.2.1. A topographical land survey of the site (**10.0ha**) by a professionally registered land surveyor. The survey to be made available to Enterprise iLembe ;
  - 1.2.2. Generate Survey results (Contour Map) and make available to Enterprise iLembe ;
  - 1.2.3. Modelling options (possible routes – practicality and cost effectiveness for the proposed main supply and delivery line/s from the water extraction point/s and reservoir that will cover the **10.0ha**. NB. Provision must be made for mobile pump/s mounted on a trailer for water extraction from the mentioned locations, which must be clearly demarcated on the map. Maps to be made available to Enterprise iLembe
  - 1.2.4. Consider the best positioning (high lying areas) for emergency gravity feed within the project for one (1) large, corrugated metal water reservoir with approximate capacity of 206,000L (11mø x 2.2m H). The reservoir must also link into the main supply/delivery line.
  - 1.2.5. A Site Development Layout Plan for the **10.0ha** (showing project boundary; water extraction point/s; 10ha fields to be irrigated; roads, proposed water reservoir etc.). Plan to be made available to Enterprise iLembe ;

- 1.2.6. Completion of the 10ha sprinkler irrigation design with detailed Bill of Quantities for the entire irrigation scheme which includes the selection of the motor and pump with trailer; main supply and delivery line/s, lateral lines and sprinklers that will cover the **10.0ha** and submission of the Irrigation Technical Report (referencing calculations/parameters used etc.). Design and drawings together with Report to be made available to Enterprise iLembe ;
- 1.2.7. Submit final design of sprinkler irrigation scheme (drawing of the completed irrigation works with all components together with detailed Bill of Quantities). Final design with detailed Bill of Quantities to be made available to Enterprise iLembe ;
- 1.2.8. Facilitate the co-operative with the water rights application process.
- 1.2.9. Fully supply of all materials required as per prepared BoQ;
- 1.2.10. Delivery to site of all materials required;
- 1.2.11. Fully Installation of the required Irrigation Scheme;
- 1.2.12. Testing and Commissioning of the Irrigation Scheme;
- 1.2.13. Relevant training to the participants on the irrigation scheme and its operation and maintenance;
- 1.2.14. Clearing of the site and removal of any waste irrigation/building material and
- 1.2.15. Contractor to submit weekly progress reports to Enterprise iLembe

## **2. DELIVERABLES**

- 2.1. Completion of both the topographical survey and the design of the irrigation scheme according to the specifications contained in this document/ in **APPENDIX 2**.
- 2.2. Preparation of a detailed Bill of Quantities for all requirements for a functional and efficient irrigation scheme.
- 2.3. Submission of the required surveys; maps; drawings; Bill of Quantities; Reports etc. in accordance with the arrangements for payment as contained in the SLA;

- 2.4. Fully supply of all materials required as per prepared BoQ; delivery to site of all materials required; fully installation of the required Irrigation Scheme, testing and commissioning of the Irrigation Scheme;
- 2.5. Weekly written progress reports to Enterprise iLembe Representative, outlining progress, daily activities and status of required maps, design drawings, BoQ; Irrigation Installation etc.
- 2.6. Submission of full closeout report including job opportunities created in EPWP format for the duration of the project.
- 2.7. Attendance of steering committee meetings and the provision of minutes if called for.
- 2.8. The contract requires the full project completion on or before **three (3)** months from the date of the signing of the SLA.

### **3. SPECIAL CONDITION REGARDING THE IRRIGATION DESIGN**

- 3.1. Site-specific circumstances will determine the actual specifications and it is the understanding that the specifications prepared will reflect the on-site conditions. Terrain slope, the shape of the lands, static lift and actual length of the mainline are some of the factors the service provider will have to investigate in order for the irrigation scheme to be successful.
- 3.2. In case of the presence of limiting factors for (parts of) the project area (e.g. insufficient water availability, slopes greater than 12% or poor soils) the design size and quantities of material required must be reduced to suit the situation on site. It is envisaged that this will be conducted in consultation with Enterprise iLembe in a professional manner.
- 3.3. The onus is on the service provider to ensure that the final product is an irrigation scheme that will operate in an efficient and effective manner and which will conform to all irrigation (SABI) norms and standards.
- 3.4. Furthermore, it is expected to be an irrigation scheme that the participants should be able to manage. The participants should be trained in operation and maintenance procedures and principles of the irrigation scheme.

### **4. SITE ESTABLISHMENT BY CONTRACTOR**

- 4.1. Once the successful Service Provider is appointed, it is expected that work will commence within two weeks of the Order being generated and a Service Level Agreement being signed.
- 4.2. During Site Handover, the Enterprise iLembe will introduce the contractor to the participants and or community.

4.3. Any issues regarding use of local labour, accepted labour rates, storage of provisions and materials/tools; services etc. can be discussed by the contractor with the participant; community representatives and Enterprise iLembe on any other issue pertaining to the project.

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

**5. SUPPLY AND DELIVER OF ALL MATERIALS LISTED IN THE BOQ TO SITE AND CONSTRUCTION STANDARDS**

5.1. All materials must conform to SABS specifications for the products.

5.2. This includes all items such as piping, sprinklers, trailer; pump and motor, cement; and all other irrigation requirements etc.

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

5.4. The contractor will be responsible for all material on site or kept for him by the community representatives and in the event of theft, losses or damage such will be borne by the contractor alone;

5.5. All materials must conform to that listed on the Bill Of Quantities and be SABS approved;

5.6. Enterprise iLembe can request from the contractor the relevant invoices to verify if the materials on site are indeed as specified.

5.7. All construction works must conform to the applicable standard specifications and installation requirements as per manufacturer's recommendations.

5.8. All concrete works to conform to Cement & Concrete Institute standards and recommendations.

**6. SITE CLEARANCE AND DE-BUSHING**

6.1. During the compulsory site briefing it will be determined what exact work will be required to get the site ready for the installation of the required irrigation scheme;

6.2. Required work such as light grading and or de-bushing etc. can then be provided for.

**7. SITE EARTHWORKS (EXCAVATIONS AND SITE LEVELLING)**

7.1. It is understood that the term earthworks in this document makes reference to two (2) distinct operations namely excavations including trenching and site levelling;



- 7.2. Within the context of this project it may be required that a combination of minor excavation work, trenching as well as site levelling work is required to bring the site to a standard that will facilitate the installation of the required irrigation scheme;
- 7.3. Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. will still apply.

## **8. SETTING OUT / PEGGING / LAYOUT**

- 8.1. Setting out for the irrigation scheme must be done in according with the specifications on the prepared layout plan.
- 8.2. The irrigation scheme must be pegged out by the contractor in consultation with the owners of the land/beneficiaries of the project, and will be checked by an Enterprise iLembe representative before actual works can begin.
- 8.3. Were the contractor is unsure of the boundaries etc. he should first seek clarity from Enterprise iLembe .
- 8.4. It is recommended that a combination of lime and pegs with builders line/string be used to mark/show the area for the irrigation lines etc.
- 8.5. It is strongly emphasised that attention be paid to detail especially regarding the measurements for the positioning in the layout.
- 8.6. Errors in this task will lead to delays in payment as works will have to be re-done/corrected at the contractors cost.

## **9. DIGGING OF THE TRENCHES FOR ALL THE PIPES**

- 9.1. This must be done in according to specifications on the plan.
- 9.2. Trenches to be dug using suitable plant or local labour. Minimum trench depth must be **600mm**.
- 9.3. Excavated soil as well as soil that was loosened during the levelling process of the trenching is to be levelled out so that no heaps remain.

## **10. PIPING**

- 10.1. All piping must be SABS approved and of the correct class.
- 10.2. All appropriate fittings are to be supplied including any additional material for unforeseen events.

- 10.3. The contractor, at no extra cost, must replace equipment, pipes and other materials damaged before or during delivery, or during the testing of the scheme before commissioning.

## **11. PUMP AND MOTOR**

- 11.1. The proposed pump performance specifications including NPSH curves **must** be supplied with the design and referenced in the Technical Report prepared.
- 11.2. The unit must be mounted on a suitable trailer, fit for purpose that can be easily hitched to a vehicle for transport.
- 11.3. All necessary fittings, adaptors, reticulation, reducers, priming funnels, tools etc. should be supplied with the unit.
- 11.4. The pump must preferably be a twin stage type and both the pump and motor combination must be a reputable brand with sound backing in terms of warranty and support.

## **12. TRAILER**

- 12.1. Provision must be made for a suitable trailer, fit for purpose that can be easily hitched to a vehicle for transport.
- 12.2. Below is an example of the trailer required



- 12.3. Provision must also be made for the quick coupling and uncoupling of the pipes



### **13. LABOUR**

- 13.1. It is recommended that the trenching, pipe laying and block laying for pump house if required be subcontracted to local contractors in order to develop local BEE contractors.
- 13.2. In the situation where this is not possible, local labour must be used.

### **14. TRAINING**

- 14.1. During pipe laying and installation the community must be intensively involved and trained on all aspects of the reticulation especially with respect to maintenance.
- 14.2. The following **extensive** training in the operation and maintenance of the scheme **must** be provided before hand over of the scheme to the beneficiaries:
- Priming of the pump;
  - Operation of pump and engine, including operating motor at correct idle speed.
  - Basic maintenance including service intervals, what to change (and when), checking of oil and water and bleeding of pump.
  - Operation of the mobile elements of the system (hooking up of the suction pipes and dragline hoses)
  - identification of leaks and basic repairs:
    - of leaks in underground piping with duct tape (temporary);
    - by replacing the broken section with a coupling and/or new piping.
- 14.3. Management and operation of system.

### **15. CONTRACTOR TO COMPILE WEEKLY PROGRESS REPORTS TO ENTERPRISE ILEMBE ,**

- 15.1. Such reports must detail the actual work completed, and verified against the updated approved programme of work.

### **16. SITE CLEAN-UP AND EXIT**

- 16.1. Clearing the site of all rubble and all excess/offcuts of irrigation/construction material;
- 16.2. Spreading the excess soil from the holes in a neat and acceptable manner

### **17. SAFETY PRECAUTIONS ON SITE DURING CONSTRUCTION**

- 17.1. One 5kg ozone friendly fire extinguisher and one (1) fully fitted 1<sup>st</sup> aid box is to be available at all times.
- 17.2. All safety equipment required to implement the irrigation scheme are for the contractor's responsibility and provisioning. Examples include safety and protective clothing; sound scaffolding; etc... All equipment, tools and safety equipment are to be in a safe operating condition and used by the workers where appropriate.

17.3. Refer to general conditions for site safety as included in the regulations of the ***Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)***.

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

- Equipment, machinery, tools: (stationary or mobile) such as vehicles, generators, pumps, drills, augers, picks, spades, hand tools, ladders, scaffolding to be in a safe operating condition and are to be used in a safe and responsible manner. The contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration.
- Lifting and lowering of materials or personnel in any way whatsoever.
- Personnel access and operations at raised levels or on raised platforms or scaffolding.
- Excavation works and holes are to be clearly indicated to prevent injury to personnel.
- Potential ingress of water on/through the site.
- Potentially hazardous services may be present on site such as water and sewerage mains, electricity cables etc...
- Chemical transport, storage and usage whatsoever – this includes chemical contact through equipment use such as fuels and oils; materials such as creosote, paints, solvents, cement, concrete...
- Barriers and safety cordons, safety and warning signage, sirens, lighting etc. as required
- Safety equipment: Safety and protective clothing, gloves, goggles, masks, hard hats, boots, harnesses etc.
- A first aid box is to be provided and available at all times on site during working hours and is to comply with the requirements of the Occupational Health and Safety Act.
- Additional risks associated with specific methods of construction selected by the contractor which are not necessarily covered in the above.

## **18. TOILET FACILITIES**

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

## **Section 7: Time Frame and Reporting**

The appointment will be effective for a total period of three (03) months.

### **Reporting**

The Service Provider will be required to prepare and present progress reports coinciding with each of the agreed milestones. Where considered necessary the Service Provider will also be expected to compile reports and presentations for other bodies as required by Enterprise iLembe. The service provider will be expected to keep financial records and other appropriate records.

## **Section 8: Deliverables & Ceiling Costs**

Payments will be made on invoices submitted for work completed. On receipt of invoices and relevant documentation for work rendered the service provider should allow at least 4 weeks for the payments to be processed.

## **Section 9: Documentation and Confidentiality**

Information and data which is generated in the context of the project; may not be made available to any third party without prior permission of the Chief Executive Officer and shall remain the property of Enterprise iLembe. All project material shall be presented in both hard copy and electronic format.

## **Section 10: Non - Appointment**

Enterprise iLembe has a right not to make an appointment should it find that proposals received do not meet the specified criteria / requirements and is not compelled to accept the lowest quotation.

## **Section 11: Tender Requirements**

Please note that the validity period of this bid is 90 days from the date of bid closure.

A **compulsory** briefing session will be held for this tender at the site.

All interested bidders are requested to meet at a central point, i.e., Ngcolosi Traditional Council at 10h30, thereafter will be required to follow the Enterprise iLembe representatives to site.

**Meeting Point Details:**

Date: 06 March 2024

Time: 10h30

Meeting Point: Ngcolosi Traditional Council (Near Izindophi) 28°54'46.3"S 31°00'07.6"E

**Please note that it is the bidders responsibility to ensure that the Site Briefing Attendance register is signed, correctly reflecting the name of the bidding company.**

**Submission of Proposals**

Proposals must be submitted in sealed envelopes endorsed **"PROPOSAL FOR: "IRRIGATION SCHEME AT THANDOLWESIZWE PROJECT"** and must be hand delivered and placed in the tender box at **Sangweni Tourism Centre, Cnr. Link Road & Ballito Drive, Ballito** and addressed to;

**The Chief Executive Officer  
Enterprise iLembe,  
Sangweni Tourism Centre,  
Cnr Link Road & Ballito Drive.**

The closing date for receipt of proposals is on or before **20 March 2024 at 11h00.**

**Please note the office hours of Enterprise iLembe are as follows:**

Monday – Thursday (07h30 to 16h00)

Friday (07h30 to 15h00)

Please note: All proposals must be hand-submitted to the tender box, and incomplete, faxed, emailed applications and applications received after the closing date and time **WILL NOT** be considered. Bidders using a courier service to deliver documents are responsible for ensuring that such delivered documents are physically deposited in the tender box.

*It is compulsory for bidders to ensure that their proposals are bound or stapled securely together. If the proposal is too thick to be bound or stapled, bidders are allowed to split the document into sections, however, each section must be bound or stapled and must be individually labelled with the name of the bidder. Under NO circumstances will a loose submissions be accepted.*

**Enterprise iLembe does not bind itself to accept the lowest or any of the bids and reserves the right to accept the whole or part of the bid proposal.**

**No awards will be made to bidders who are in service of the state as per the CSD verification that will be performed during the course of the bid evaluation process.**

## Section 12: Adjudication Criteria

### SCM Policy

Bids will be evaluated in terms of the SCM Policy of Enterprise iLembe as follows:-

- All proposals received shall firstly be evaluated on functionality and thereafter only those who qualify for the next stage of evaluation will be evaluated in terms of the PPPFA (No.5 of 2000) read together with the 2022 Preferential Procurement Regulations and the 2011 B-BBEE Regulations.

**Any bid that fails to achieve a minimum of 60 points on the functionality evaluation shall not be evaluated further and will be deemed to be non-responsive.**

### 9.1 Functionality Evaluation

The functionality evaluation points will be applied as per the table below:-

#### Competencies

**NB:** Bidders must demonstrate by submitting documentary proof in relation to the claim of points with respect to the following key competencies/areas in order to claim points in the functionality evaluation:

#	Competency	Point Allocation	Maximum points
1	CIDB grading designation of 3SH and/or 3CE or higher.  The contractor is to submit evidence of his/her OWN <u>Active</u> registration/ grading.	Proof of Active CIDB grading of 3SH and/or 3CE or higher – 25 points  No Proof of Active CIDB grading of 3SH and/or 3CE or higher – 0 points	25 points
2	Certified copies of the highest relevant qualifications & proof of registration with the relevant professional bodies (with a minimum of three years experience) post registration) of the following Key Personnel: <ul style="list-style-type: none"> <li>• Agricultural Engineer (Relevant, certified copies of qualifications and registration with CESA &amp; ECSA (Consulting Engineers South Africa &amp; Engineering Council of South Africa)</li> <li>• Land Surveyor (Relevant, certified copies of qualifications and registration with SAGC (South Africa Geomatics Council)</li> </ul>	<ul style="list-style-type: none"> <li>• Agricultural Engineer (Relevant, certified copies of qualifications and registration with CESA &amp; ECSA (Consulting Engineers South Africa &amp; Engineering Council of South Africa)- 12,5 points</li> <li>• Land Surveyor (Relevant, certified</li> </ul>	25 points

	NB: the CV's of the above Key Personnel must be submitted, detailing the experience of these individuals	copies of qualifications and registration with SAGC (South Africa Geomatics Council)- 12,5 points	
3	<p>Proof of past experience with similar projects</p> <p>Please submit up to five (05) relevant reference letters for projects your company has been, or presently is, involved in <u>with particular reference to the type of work required for this contract (Topographical Surveys and Design, Supply, Delivery, Installation and/or Testing of Irrigation Schemes)</u> Also, please provide a summary of the reference letters as per the format as per <b>Appendix 3</b>.</p> <p>NB: Reference letters must be signed and on the referees letterhead to claim points.</p>	5 points per relevant reference letter submitted	25 points
4	<p><b>Financial Viability (*)</b></p> <p>Bidders are to provide proof of funding guarantees or Proof of Access to Funds in the business name (The following will be accepted for the purposes of this competency:</p> <ul style="list-style-type: none"> <li>Funding Guarantee to be issued by a registered Bank within SA or;</li> <li>Certified copies of Bank Statements in the business name or Bank Statements stamped by the Bank</li> </ul>	<p>No proof of access to funds – 0 points</p> <p>Proof of access to funds between R500 000 and R1 000 000 – 15 points</p> <p>Funding Guarantee above R1 000 000- 25 points</p>	25 points
	<b>TOTAL POINTS CLAIMABLE</b>		100

**Only bidders who achieve a total of 60 points of the total of 100 and a score greater than zero in categories marked with an asterisk (\*) for functionality in terms of the above will then be evaluated in terms of the 80/20 preference points scoring system.**

## 9.2 The 80/20 Preference Point Scoring System

The 80/20 preference point scoring system will be applied with points allocated as follows:-

- 80 points for the price;
- 20 points in respect of the specific goals listed below.

***Bidders wishing to claim a maximum of 20 preference points in terms of Specific Goals must attach the following:***



1. *Valid B-BBEE certificate/ affidavit (Level 3 or above)- 10 points*
2. *Proof of location of the business within the iLembe District (i.e. Kwadukuza, Mandeni, Maphumulo or Ndwedwe) – 10 points (Please submit a signed councillor letter, valid signed lease agreement or a utility bill not older than three months) to claim points for this)*

## Section 13: Documents related to Tender

### 1. Annexure A: Compulsory Information Sheet (Page 55, below)

### 2. Service Providers Proposal

### 3. Registration details & Compliance

- All interested bidders must be registered on the Central Supplier Database for Government. Proof of registration on the CSD must be included in the bidder's proposal (i.e. either the CSD Supplier Number or the CSD Report). **(Compulsory)**. Please visit <https://secure.csd.gov.za/> to register on the Central Supplier Database. The CSD will be used to verify the tax compliance status of the bidder. NB: Bidders who are in service of the state as per CSD will be disqualified from further evaluation unless supporting documents proving the supplier is not a government employee is submitted as part of the proposal.
- All bidders must submit a Tax Compliance Status (TCS) Pin Number (Compulsory). In line with the latest circular from SARS (South African Revenue Services), bidders can now submit a **UNIQUE PIN** to enable the entity to verify the bidder's tax compliance status online via E-filling or via the CSD. No awards will be made to bidder's whose tax matters are not in order and who fail to rectify their tax status at the time of adjudication of the bid.
- Municipal Bidding Documents (MBD) which can be found from page 56 of this document must be completed and signed (**Please note that SBD forms will not be accepted**):
  - MBD 1 (Part A & B), **(Compulsory)**.
  - MBD 4, **(Compulsory)**.
  - MBD 6.1- relevant to the 2022 PPPFA Regulations, **(Compulsory)**.
  - MBD 8, **(Compulsory)**.
  - MBD 9, **(Compulsory)**.
- All documents as per the competency table on page 31-32 of this document.
- Bank confirmation letter
- Company registration documents showing all active members/ directors/ shareholders/ owners etc.**(Compulsory)**
- Power of Attorney/ Signing authority where applicable
- B-BBEE Verification Certificate/ Affidavit (Please attach the approved B-BBEE accreditation certificate/ affidavit.)
- Proof of location of the business within the iLembe District (i.e. Kwadukuza, Mandeni, Maphumulo or Ndwedwe). Bidders are requested to submit a signed councillor letter, valid signed lease agreement or a utility bill not older than three months.

**Points to note regarding the B-BBEE Status Level:**

- Bidders other than EMEs must submit valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- A trust, consortium, or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

**The following rules are applicable ONLY to consortia / joint ventures / sub-contracting and MUST be adhered to:**

- In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must **submit separate** MBD 4 forms, B-BBEE Certificate/ Affidavits, SARS tax compliance status (TCS) pins AND Central Supplier Database (CSD) registration number **(compulsory)**.
- In addition, the relevant agreement between all parties involved, which clearly outlines the roles and responsibilities specific to this tender must be submitted **(compulsory)**.
- A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an Exempt Micro Entity that has the capability and ability to execute the sub-contract.
- A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

# APPENDIX 1 - WORK PHASES SCHEDULE – IRRIGATION SCHEME

**Please note these values are primarily estimates of what part the work phase constitutes of the entire project, and do NOT reflect the exact amounts per part payment. Usually payment certificates reflect work done in several work phases, which do not necessarily mean that they have been completed.**

The contractor shall be paid part payments as set out in the SLA e.g. 2 or 5 payments etc.

PAYMENT#	PHASE DESCRIPTION	App. % of contract	Payment after completion of phase (10% retention)
1	P&G's as Determined incl. Site Establishment	5%	4.5%
2	Completion of Topographical Survey and making available the survey results in map format showing the contour lines. A digital file (.dr4/dwg) of the survey to be sent to Enterprise iLembe .	5%	4.5%
3	Modelling options for the proposed main supply and delivery line from the water extraction point/s. Drawing to be produced and a digital file (.dr4/dwg) of the drawing to be sent to Enterprise iLembe .	5%	4.5%
4	A Site Development Layout Plan (showing project boundary; water extraction points; 10ha fields to be irrigated; roads, proposed 1 x water reservoir, etc.) Drawing to be produced and a digital file (.dr4/dwg) to be sent to Enterprise iLembe .	10%	9.0%
5	Completion of the irrigation design with detailed Bill of Quantities and submission of Irrigation Technical Report (referencing calculations/parameters used etc.)  Drawing/s produced and a digital file (.dr4/dwg) of the drawing/s to be sent to Enterprise iLembe including Report	20%	18.0%

<b>6</b>	Site Layout and all Trenching	15%	<b>13.5%</b>
<b>7</b>	Installation of all pipes and sprinklers etc. required for the functioning irrigation scheme	20%	<b>18.0%</b>
<b>8</b>	Supply of the motor and pump mounted on suitable trailer	10%	<b>9.0%</b>
<b>9</b>	Testing and Commissioning	5%	<b>4.5%</b>
<b>10</b>	Training; Site Clean-up and exit	5%	<b>4.5%</b>
<b>11</b>	<b>Retention money 10% when Design of Irrigation Scheme completed and all supporting docs submitted</b>	--	<b>5.0%</b>
<b>12</b>	<b>Retention money 5% after 3 months (if no query)</b>	--	<b>5.0%</b>
<b>13</b>	<b>TOTAL</b>	<b>100%</b>	<b>100%</b>

The penultimate payment (5%) occurs after ***practical works completion***.

Final payment (5%) is made after completion of the **Defects Liability Period** i.e. after ***practical completion***, provided no latent defects occurred, or were attended to before the expiry of this period.

<sup>1</sup> Amounts or parts thereof will only be paid out if actual approved and proven expenditure has occurred. <<<

A1   PRELIMINARY & GENERAL (SABS 1200 AA)				Page A1 - 1		
ITEM #	Ref	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>A.1</b>	<b>8.3</b>	<b>FIXED-CHARGE ITEMS</b>				
<b>A.1.1</b>		<i>Contractual Requirements</i>	Sum	1		R
<b>A.1.2</b>		<i>Establish Facilities on the Site:</i>				
		a) <i>Facilities for Contractor</i>				
A.1.2.1		Offices and storage sheds	Sum	1		R
A.1.2.2		Ablution and latrine facilities	Sum	1		R
A.1.2.3		Water supplies, electric power and communications	Sum	1		R
A.1.2.4		Plant, tools and equipment	Sum	1		R
A.1.2.5		Other fixed-charge obligations	Sum	1		R
A.1.2.6		Remove Engineer's and Contractor's Site establishment on completion	Sum	1		R
A.1.2.7		Clean up site and removal of rubble etc. off-site upon completion of project	Sum	1		R
<b>A.2</b>	<b>8.4</b>	<b>TIME-RELATED ITEMS</b>	<b>TIME</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>A.2.1</b>		<i>Contractual Requirements</i>	Months	3		
		<i>Operate and maintain facilities on the Site:</i>				
		a) <i>Facilities for Contractor for duration of construction, except where otherwise stated</i>				
A.2.2		Offices and storage sheds	Sum	1		R
A.2.3		Ablution and latrine facilities	Sum	1		R
A.2.4		Plant, Tools and equipment	Sum	1		R
A.2.5		Water supplies, electric power and communications	Sum	1		R

A1   PRELIMINARY & GENERAL (SABS 1200 AA)				Page A1 - 1		
A.2.6		Company and head office overhead costs	Sum	1		R
A.2.7		Other time-related obligations	Sum	1		R
Sub-Total Page 1 > Transfer To Summary Page >>				R		

**APPENDIX 2- PRICING SCHEDULE – SECTION B: PRELIMINARY & GENERAL Page 2**

<sup>1</sup> Amounts or parts thereof will only be paid out if actual approved and proven expenditure has occurred. <<<

A1   PRELIMINARY & GENERAL (CTD) Page A1-2						
ITEM #	Ref	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>A.3</b>		<b>SUMS STATED PROVISIONALLY BY ENGINEER</b>				
		<i>For work to be done by Contractor</i>				
A.3.1		a) Allow for provisional sum for repairs to damaged services which could have been reasonably foreseen	Prov. Sum	====	=====	R 20,000.00
A.3.2		b) Overheads, charges and profit on item A.3.1. Percentage tendered >>: ..... %	Prov. Sum	====	=====	R
		<i>For work to be done by Nominated Sub-Contractor</i>				
A.3.3		Water Quality tests on instruction by Engineer if required	Prov. Sum	====	=====	R 10,000.00
A.3.4		b) Overheads, charges and profit on item A.3.3. Percentage tendered >>: ..... %	Prov. Sum	====	=====	
	<b>8.5</b>	<b>Day Works</b>				
		<b>General (Small Works) –</b> <b>NB: Items may be required</b>				
		<u><b>Labour (Rate per Day)</b></u>				
A.3.3.5		Skilled	No	1	R	<b>Rate Only</b>

A1   PRELIMINARY & GENERAL (CTD)						Page A1-2
A.3.3.6		Semi-Skilled	No	1	R	Rate Only
A.3.3.7		Un-Skilled	No	1	R	Rate Only
		<b><i>Plant (Rate per Day – All Inclusive)</i></b>				
A.3.3.8		4X4 TLB	Rate	1	R	Rate Only
A.3.3.9		Water Tank	Rate	1	R	Rate Only
A.3.3.10		Jack Hammer	Rate	1	R	Rate Only
A.3.3.11		Impact Rammer (Wacker)	Rate	1	R	Rate Only
<b>A.4</b>		<b>OCCUPATIONAL HEALTH &amp; SAFETY ACT</b>				
A.4.1		All costs and obligations to comply with the OHS Act Construction Regulations	Sum	1	R	R
<b>Sub-Total Page 2 &gt; Transfer To Summary &gt;&gt;</b>						R

<sup>1</sup> Amounts or parts thereof will only be paid out if actual approved and proven expenditure has occurred. <<<

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>B TOPOGRAPHICAL SURVEY</b>					
1	<p>Completion of Topographical Survey on 10ha and making available the survey results in map format showing the contour lines. A digital file (.dr4/dwg) of the survey to be sent to Enterprise iLembe .</p> <p><b><i>NB: Provisions of CARA (Agric. Resources Act) i.t.o. 10m buffer strips for all natural water courses to be shown/highlighted</i></b></p>	Sum	1		
<b>C DESIGN OF IRRIGATION SCHEME</b>					
1	<p>Modelling options for the proposed main supply and delivery line/s for the whole project (10.0ha), from the water extraction point/s.</p> <p>Also include the position of the proposed 1 x water reservoir. Drawing to be produced and a digital file (.dr4/dwg) of the drawing to be sent to Enterprise iLembe .</p>	Sum			
2	<p>A Site Development Layout Plan (showing project boundary; water extraction point/s; 10ha fields to be irrigated; roads, proposed water reservoirs, etc.) Drawing to be produced and a digital file (.dr4/dwg) of the drawing to be sent to Enterprise iLembe .</p>	Sum	1		



	<b><i>NB: Provisions of CARA (Agric. Resources Act) i.t.o. water courses to be excluded from cultivation to be shown</i></b>				
3	<p>Completion of the sprinkler irrigation design for vegetables on 10.0ha with detailed Bill of Quantities and includes the motor &amp; pump with trailer. Drawing/s to be produced and a digital file (.dr4/dwg) of the drawing/s to be sent to Enterprise iLembe</p> <p><b><i>NB: Irrigation design work to exclude 10m buffer strips for all water courses</i></b></p>	Sum	1		
4	<p>Submission of Final design with Irrigation Technical Report (referencing calculations/parameters used etc.) Drawing/s to be produced and a digital file (.dr4/dwg) of the drawing/s to be sent to Enterprise iLembe</p>				
<b>Sub-Total Page 3 &gt; Transfer To Summary &gt;&gt; R</b>					

<sup>1</sup> Amounts or parts thereof will only be paid out if actual approved and proven expenditure has occurred. <<<

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>D SUPPLY OF ALL ITEMS REQUIRED FOR SCHEME</b>					
1	Supply of all items required for the Scheme as per the prepared BOQ	Sum	1		
<b>E FULL INSTALLATION OF THE IRRIGATION SCHEME</b>					
1	Site preparation including bush clearing etc.	Sum	1		
2	Pegging the Layout of the Scheme	Sum	1		
3	All Trenching as per Design Layout	Sum	1		
4	Installation of all piping; fittings; sprinklers etc. required as per design of the scheme	Sum	1		
5	Supply of the required motor and pump together with the required trailer	Sum	1		
6	Testing and Commissioning of the Irrigation Scheme	Sum	1		
7	Provision of relevant training to participants on the operation and maintenance of the irrigation scheme				
<b>Sub-Total Page 4 &gt; Transfer To Summary &gt;&gt; R</b>					

>> Only materials actually supplied & installed will be paid for.

Contractor to submit invoices to prove expenditure.<<

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT PERSON. \_\_\_\_\_

CONTACT NUMBER \_\_\_\_\_

EMAIL \_\_\_\_\_

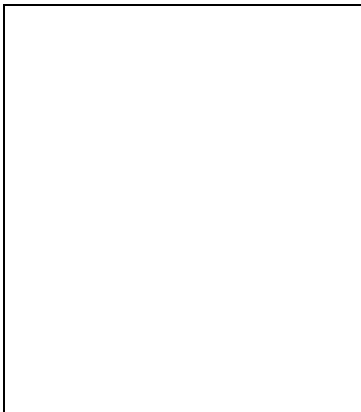
LINE	REF	PAGE	DESCRIPTION	AMOUNT
1	A	1	PRELIMINARY & GENERAL - Pg 1	R
2	A	2	PRELIMINARY & GENERAL – Pg 2	
3	B - C	3	SURVEY AND DESIGN	R
4	D - E	4	SUPPLY AND FULL INSTALLATION	R
5			SUBTOTAL (LINE 1 – 4)	R
6			ALL LABOUR AND SUPERVISION	R
7			SUBTOTAL (LINE 5 + 6)	R
8			ALL TRANSPORT (includes loading and off-loading)	R
9			SUBTOTAL (LINE 7 + 8)	
10			CONTINGENCIES (10% OF LINE 9)	R
11			SUBTOTAL (LINE 9 + 10)	R
12			VAT 15%	R
13			TOTAL (LINE 11 + 12)	R

Any Errors with formatting / layout and additions will be corrected before SLA signed

\*VAT Registration No. (Supplier) \_\_\_\_\_

(COMPULSORY)

COMPANY STAMP



PRICES ARE VALID FOR..... DAYS

Waiting Period for Service..... DAYS

SIGNATURE .....

DATE .....

**APPENDIX 3 – PROOF OF PREVIOUS WORKS/ EXPERIENCE**

Please submit up to five (05) reference letters for projects your company has been, or presently is, involved in with particular reference to the type of work required for this contract (Topographical Surveys and Design, Supply, Delivery, Installation and/or Testing of Irrigation Schemes). Provide a summary of the reference letters as per the format below.

#	Client	Project type/ description	Project Duration	Role (self or sub-contracted)	Total project value	Project value handled by your company (if sub-contracted)	Reference Name and Phone No.
1							
2							
3							
4							
5							

<b>APPENDIX 4 - <u>EQUIPMENT &amp; RESOURCES</u></b>
--

Please provide an indication of the equipment and resources which will be available to execute the services required:

NO.	EQUIPMENT AND RESOURCES AVAILABLE IN ORDER TO EXECUTE THE SERVICES:
1	
2	
3	
4	
5	

**APPENDIX 5 - SUBCONTRACTED WORKS**

Please list which parts of the works will be sub-contracted and whom you nominate as subcontractor. The use of the nominated sub-contractor is subject to approval by Enterprise iLembe representative.

<b>NO.</b>	<b>SUB CONTRACTOR WITH CONTACT DETAILS</b>	<b>ASSOCIATED WORKS</b>
1		
2		
3		
4		
5		
6		

7		
8		



**Contractor's Health and Safety Declaration**

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

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

**Declaration by Bidder**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the entity's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.

***(Tables to be completed by bidder)***

**TABLE 1: COST OF SAFETY PERSONNEL**

PERSONNEL	COSTS AS ALLOWED IN BID	NOMINATED PERSON/S
Construction Supervisor		

<b>Construction Safety Officer</b>		
<b>Health &amp; Safety Representatives</b>		
<b>Health and Safety Committee</b>		

**TABLE 2: COST OF SAFETY EQUIPMENT**

<b>EQUIPMENT</b>	<b>STATE YES or NO</b>	<b>COST ALLOWED FOR IN BID</b>
<b>Hard hats</b>		
<b>Safety boots</b>		
<b>Add items as per risk assessment:</b>		

4. I hereby undertake, if my bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by Enterprise iLembe .
  
5. I confirm that copies of my company's approved Health and Safety Plan, the Entity's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Entity's personnel, the Employers Agent, visitors, and officials and inspectors of the Department of Labour.
  
6. I hereby confirm that, I will be liable for any penalties that may be applied by the Entity in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

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

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

**DATE ..** ..... ..

*(of person authorized to sign on behalf of the Bidder)*

## **APPENDIX 7 | PRELIMINARY CONSTRUCTION PROGRAMME**

### **Preliminary Topographical Survey and Design of Irrigation Scheme Program**

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

[Note: The program must be based on the completion time as specified in the Special Terms & Conditions and ideally done sequentially]

<b>PRELIMINARY CONSTRUCTION PROGRAMME</b>				
<b>NO.</b>	<b>PHASE DESCRIPTION</b>	<b>Starting date (No. of days/weeks after Site handover)</b>	<b>Completion date (No. of days/weeks after site hand over)</b>	<b>Duration (No. of days/ weeks)</b>
0	Site hand over	0	0	0
1	Site establishment			
2	Completion of Topographical Survey			
3	Modelling options for the proposed main supply line			
4	A Site Development Layout Plan			
5	Completion of the irrigation design and submission of Irrigation Technical Report			
6	Site preparation including bush clearing			
7	Pegging the irrigation layout			
8	All Trenching			
9	All Installations for pipe; fittings; sprinklers etc.			
10	Supply and installation of motor, pump with trailer			
11	Training			
12	Commissioning and Handover			

PROPOSED CONSTRUCTION PERIOD \_\_\_\_\_ WEEKS

DATE .. ..... SIGNATURE OF TENDERER .....

*(or person authorised to sign on behalf of the Tenderer*

APPENDIX 8 - PROJECT: LOCALITY MAP/SITE PLAN

AREA: 10.0ha

PERIMETER: 1.462km



## ANNEXURE A – MANDATORY INFORMATION

Name of Company: \_\_\_\_\_

Contact Person/s: \_\_\_\_\_

Contact Number/s: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Details	Response (Please reference to the location of this in the proposal)
Proof of the contractors OWN <u>Active</u> registration/ grading of 3SH and/or 3CE or higher.	
Certified copies of the highest relevant qualifications & proof of registration with the relevant professional bodies (with a minimum of three years experience) post registration) of the : <ul style="list-style-type: none"> <li>• Agricultural Engineer and;</li> <li>• Land Surveyor</li> </ul>	
Relevant reference letters (maximum of 5) for projects your company has been, or presently is, involved in <u>with particular reference to the type of work required for this contract (Topographical Surveys and Design, Supply, Delivery, Installation and/or Testing of Irrigation Schemes)</u>	
<ul style="list-style-type: none"> <li>• Funding Guarantee to be issued by a registered Bank within SA or;</li> <li>• Certified copies of Bank Statements in the business name or Bank Statements stamped by the Bank</li> </ul>	
Total Price (Including VAT)	

**Above information certified correct:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**NB: By signing this annexure, the bidder accepts the clauses contained within these Terms of Reference.**

MBD1: INVITATION TO BID (COMPULSORY SUBMISSION)

**PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ENTERPRISE ILEMBE</b>					
<b>Bid Number</b>	<b>T04-2024</b>	<b>Closing Date</b>		<b>Closing Time</b>	<b>11h00</b>
<b>Description</b>					
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM .</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :

<b>ENTERPRISE ILEMBE SANGWENI TOURISM CENTRE CNR. LINK ROAD &amp; BALLITO DRIVE BALLITO 4420</b>					
<b>SUPPLIER INFORMATION</b>					
Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit		<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you the Accredited Representative in <b>South Africa for the Goods /Services /Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes enclose proof)		Are you a Foreign Based Supplier for <b>the Goods /Services /Works Offered?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, answer part B:3)
<b>Total Number of Items Offered</b>			<b>Total Bid Price:</b>		
<b>Signature of Bidder</b>			<b>Date:</b>		
<b>Capacity under which this bid is signed:</b>					



## PART B

### Terms and Conditions for Bidding

<b>1. BID SUBMISSION:</b>
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
1.2. <b>All bids must be submitted as prescribed in the terms of reference</b>
1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the GCC contract and, if applicable, any other special conditions of contract.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 Bidders must ensure compliance with their tax obligations.
2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the <b>website <a href="http://www.sars.gov.za">www.sars.gov.za</a></b> .
2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.
2.5 Bidders may also submit a printed TCS certificate together with the bid.
2.6 In bids where consortia / joint ventures / sub-contractors are involved each party must submit a separate TCS certificate / Pin / CSD number.
2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. Is the entity a resident of the Republic of South Africa (RSA)? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.2. Does the entity have a branch in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.3. Does the entity have a permanent establishment in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.4. Does the entity have any source of income in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.5. Is the entity liable in the RSA for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If the answer is "no" to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.</b>

**NB: Failure to provide any of the above particulars may render the bid invalid.**

**No bids will be considered from persons in the service of the state.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

DATE: .....

**MBD 4: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<b>3.1</b>	<b>Full Name of bidder/ Representative</b>	
<b>3.2</b>	<b>Identity Number</b>	
<b>3.3</b>	<b>Position occupied in the Company (director, trustee, shareholder<sup>2</sup>)</b>	
<b>3.4</b>	<b>Company Registration Number</b>	
<b>3.5</b>	<b>Tax Reference Number</b>	
<b>3.6</b>	<b>Tax Reference Number</b>	

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

<b>3.8</b>	<b>Are you presently in the service of the state*?</b>	<b>Yes</b>	<b>No</b>
------------	--	------------	-----------

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

3.8.1	If yes, furnish particulars.		
3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		
3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		

---

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

3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars.		
3.13	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If yes, furnish particulars.		
3.14	Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.14.1	If yes, furnish particulars.		

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

Full Name	Identity Number	State Number	Employee


<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

## MBD 6.1

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

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

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

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#### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	<b>or</b>	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the



90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Valid B-BBEE certificate/ affidavit (Level 3 or above)</b>	n/a	10 points	n/a	
<b>Proof of location of the business within the iLembe District (i.e. Kwadukuza, Mandeni, Maphumulo or Ndwedwe).</b>		10 points		
<b>Please submit a signed councillor letter, valid signed lease agreement or a utility bill not older than three months) to claim points for this.</b>				

#### DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation

- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....  
 .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.**

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD 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 (MBD 9) must be completed and submitted with the bid:

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

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;



- (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**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.**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder