



VOLUME 3 OF 3

THE CONTRACT

NEC 3 Engineering and Construction Short Contract

TENDER NO. RFP 164/2021

THE SUPPLY AND CONSTRUCTION OF GARDEN SHADE NET STRUCTURES AND BOREHOLE EQUIPPING ON BEHALF OF THE GAUTENG DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (GDARD)

Implementing Agent:

**Development Bank of Southern Africa
Limited
1258 Lever Road
Midrand Johannesburg
Gauteng
1685**

Project Manager:

**Richard Mutyavaviri
Development Bank of Southern Africa
Limited
1258 Lever Road
Midrand Johannesburg
Gauteng
1685**

TABLE OF CONTENTS

Notes:

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

Contents	Page
Contract Forms	
Contract Data	2
The <i>Contractor's</i> Offer	14
The <i>Employer's</i> Acceptance	15
Price List	16
Works Information	17
Site Information	20
Conditions of Contract	CC1
Site Information	



Engineering and Construction

Short Contract

A contract between

[•]

Postal Address :

[•]

Physical Address:

[•]

and

[•]

Postal Address:

[•]

Physical Address:

[•]

for

[•]

**Notes about this contract are printed in boxes like this one.
They are not part of the contract.**

The Employer is	
Name	[•]
Address	[•]
Telephone	[•]
E-mail address	[•]
The works are	The supply and construction of 23 garden shade net structures and equipping of 11 boreholes on behalf of the Gauteng Department of Agriculture and Rural Development (GDARD)

The sites are	Location	Project Name	GPS Lat	GPS Long
	Garden Shade Nets			
	City of Tshwane	Siyathuthuka Project	-25.7834	28.7217
		Edutek	-25.7330	28.3234
		Vukuzenzele	-25.6323	28.5217
		Mmakgomo	-25.5812	28.8601
		Rethabile	-25.3481	28.2977
	City of Ekurhuleni	Soil Provider -	-26.0022	28.2306
		Tshimo Ya Moya	-26.3588	28.1315
		Dukathole LSEN	-26.3227	28.1543
		Kodumela Moepa Thutse	-25.9677	28.2096
		Sozizwe School Project	-26.1448	28.4088
		Nigel Secondary School	-26.4460	28.5136
		Matshediso LSEN	-26.3626	28.3695
	City of Joburg	Fred Norman Sec School	-26.4056	27.8359
		Sedilaka Community Project	-25.9911	28.1756
	City of Emfuleni	Phahamang	-26.5847	27.8333
		Mondebo	-26.5557	27.8519
		Vaal Aids	-26.5815	27.8224
		Tumisang Botle	-26.5813	27.8287
		Letsheng	-26.5542	27.8799
		Retshedisitswe project	-26.6886	27.8694
		Mance Masemola Project	-26.5468	27.8835
	Rand West LM	Walter Soka	-26.1600	27.6783
	Midvaal LM	Areka ya Thuso	-26.5447	27.8480
	Boreholes			
		Asakhe Agriculture Coop	-25.5542	28.82990
		Cynthia Moloto Project	-25.5486	28.1438
		Masimong	-26.5952	27.8350
		Laezonia Horticulture	-25.8954	28.0078
		Shabangu Farming Project	-25.7163	28.7845
		Tembisa Self Help Association of Disabled	-26.0251	28.1973
		Selwanendlela	-26.5057	27.8386
		Legodi Co-op	-25.8299	28.7776
		Lewin Project	-26.3144	28.3226
		Zivuseni	-26.5589	27.8864
		Phaphamang	-26.5343	27.9022
The starting date is	TBA			
The access date is	To be provided as necessary subject to prior arrangement and agreement with the Employer/Client			

The <i>completion date</i> is	TBA	
The <i>period for reply</i> is	1	Week
The <i>defects date</i> is	8	weeks after Completion
The <i>defect correction period</i> is	4	weeks
The <i>delay damages</i> are	<p>Calculated in relation to the Completion Date at a rate of 1% of the total of the Prices as at the Signature Date per week or part thereof of delay.</p> <p>Subject to a maximum cap of 10% of the total of the Prices as at the Signature Date.</p>	
The <i>assessment day</i> is the	20th	of each month
The <i>retention</i> is	<p>10 % of the Price for the Work Done to Date, up to a maximum of 15 % of the total of the Prices as at the Signature Date.</p>	
The interest rate on late payment is the equivalent of the prime rate of overdraft of Standard Bank of the delayed amount per complete week of delay.		
The <i>Employer</i> provides this insurance	<div style="border: 1px solid black; padding: 5px;"> Only enter details here if the <i>Employer</i> is to provide insurance. </div> <p>N/A</p>	
The minimum amount of cover for the third insurance stated in the Insurance Table is	R1m	
The minimum amount of cover for the fourth insurance stated in the Insurance Table is	R500 000	

The <i>Adjudicator nominating body</i> is	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)
The <i>tribunal</i> is	Arbitration
If the <i>tribunal</i> is arbitration	governed by the latest edition of the Association of Arbitrators (Southern Africa) rules.
the arbitration procedure is	In the event that the parties are unable to jointly agree on an arbitrator, the Chairman of the Association of Arbitrators (Southern Africa) shall be appointed as the nominating body.

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract April 2013 and the following additional conditions/ amendments

**PART A -
Additional Definitions**

Clause

Amendment

Add the following new definition as clause 11.2(14):

“Corrupt Act” means any offence in respect of corruption or corrupt activities contemplated in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004.

Add the following new definition as clause 11.2(15):

“Collusive Practice” means any agreement (which includes without limitation a contract, arrangement or understanding, whether or not legally enforceable) or concerted practice (being co-operative, or coordinated conduct between firms, achieved through direct or indirect contact, that replaces their independent action, but which does not amount to an agreement) between two or more persons (other than between the Contractor and its Affiliates), regardless of any technological, efficiency or other pro-competitive gains, involving any of the following:

- *the direct or indirect fixing of a purchase or selling price or any other trading condition;*
- *the division of markets by allocating customers, suppliers, territories, or specific types of goods or services; or*
- *collusive tendering.*

Add the following new definition as clause 11.2(16):

“Signature Date is the date of signature of this contract by the Party signing the contract last.”

	Add the following new definition as clause 11.2(17): <i>“Working Day means any day other than a Saturday, Sunday or an official public holiday in the Republic of South Africa.”</i>
PART B - Amendments and additions to Existing Clauses	
1 General	
12 Law	
12.4	Amend clause 12.4 by substituting the full stop at the end of the sentence with a comma, and inserting the following: <i>“and any other terms and conditions not contained herein are expressly excluded.”</i>
12.5	Add the following new clause 12.5: <i>“No indulgence which one of the Parties (“the grantor”) grants to the other (“the grantee”) constitutes a waiver of any of the rights of the grantor, who is not thereby precluded from exercising any rights against the grantee which might have arisen in the past or which might arise in the future.”</i>
15 Access to Site and provision of Services	
15.1	Amend Clause 15.1 by deleting the words “as necessary for the work included in the contract” and replacing it with: <i>“...on the date stated in the Contract Data”</i>
5 Payment	Within 30 days of Payment Certificate approval
50 Assessing the amount due	

50.5	Add the following at the end of Clause 50.5: <i>"If the amount due for the Contractor's payment of delay damages reaches the limits stated in the Contract Data (if any), the Employer may terminate the contract. If the Employer terminates the contract for the reason set out in clause 50.8 the procedure is that set out in clause 91.1 and the reason for termination shall be deemed to be Reason 2 for the purposes of clause 92"</i>
50.8	Add the following new clause 50.8: <i>"The Contractor is responsible for all taxes in connection with the works."</i>
51 Payment	
51.3	Add the following new clause 51.3: <i>"The Contractor as part of the application for payment submits an invoice for the amount due which complies with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended). If the Contractor does not provide a tax invoice, in the form and by the time, required by the Contract, the time by when the Employer is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the Employer in terms of core clause 51.2 is then calculated from the extended date by when payment is to be made."</i>
8 Indemnity Insurance and Liability	
80.1 Limitation of Liability	R1 000 000.00
81.1	Amend the third bullet point in clause 81.1 to read as follows: <ul style="list-style-type: none"> Interference with a legal right <i>which the Contractor was not informed of or could not reasonably have been aware of</i>
81.2	Add the following additional bullet point at the end of Clause 81.2 <ul style="list-style-type: none"> <i>breach of a statutory duty</i>
9 Termination and Dispute Resolution	
90	

Termination reasons and for termination	
90.2	Amend clause 90.2 by adding after the words "its equivalent" the following: "or has been or is to be placed under business rescue."
PART C – Additional Clauses (entitled Z-Clauses)	
Z1 Cession/Delegation/ Assignment	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations under the contract to any Party without the written consent of the <i>Employer</i> . The <i>Employer</i> may cede, delegate or assign its rights and obligations under the contract to any affiliate or the Client of the Employer on prior written notice to the Contractor.
Z2 Sound financial standing	The <i>Contractor</i> warrants to the <i>Employer</i> that it is of sound financial standing and has sufficient working capital to carry out the <i>works</i> .
Z3 Employees Register	The <i>Contractor</i> submits a register reflecting the personnel on <i>site</i> . The register is not amended without the prior approval of the <i>Employer</i> , which is not unreasonably withheld.
Z4 Ethical Conduct	The <i>Employer</i> is committed to the highest standard of ethical behaviour and expects the same from the <i>Contractor</i> . Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this Contract or any conduct which otherwise amounts to a Corrupt Act or Collusive Practice constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Works if the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in the conduct described above. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the 1 and the reason for termination shall be deemed to be Reason 2 for the purposes of clause 92.
Z5 Confidentiality	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this Contract available to others except where required by this Contract. This undertaking does not, however, apply to information which

		<p>at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i>, enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to others where required by this Contract the <i>Contractor</i> shall ensure that the provisions of this clause are complied with by the recipient.</p> <p>If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Employer</i>.</p> <p>In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i>, to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.</p> <p>The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of providing the <i>works</i> and after Completion, requires the prior written consent of the <i>Employer</i>. All rights in and to all such images vests exclusively in the <i>Employer</i>.</p> <p>The <i>Contractor</i> ensures that all his sub-contractors abide by the undertakings in this clause.</p>
Z6 Pollution Environment	&	<p>The <i>Contractor</i> Provides the Works in such a manner so as not to cause unnecessary noise or pollution or to hinder or interfere unnecessarily or improperly with the <i>Employer's</i> operations or those of other <i>contractors</i> or the convenience of the public or the access to, use and occupation of public or private roads or properties.</p> <p>The <i>Contractor</i>, in and about Providing of the <i>works</i>, complies with all applicable environmental laws and regulations and rules, guidelines and procedures and ensures that its subcontractors, employees and others under the <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.</p>
Z7 Liens		<p>The Contractor hereby waives, in favour of the Employer, the owner of the works and the site, all and any rights of lien and retention for payment of any monies in terms of the contract or for any improvements or repairs effected in connection with the contract or for any other cause whatsoever which, but for this waiver, the Contractor would have had over or in respect of the site, the works or any part thereof, any document or anything else whatsoever, and shall procure that each subcontractor engaged by the Contractor, before</p>

		executing any of the <i>works</i> , also provides a written waiver in favour of the Employer <i>mutatis mutandis</i> in accordance with this clause.
Z8 Reporting Accidents	of	In addition to any statutory obligation, the <i>Contractor</i> as soon as practicable, but in any event within 48 (forty-eight) hours of its having occurred, reports to the <i>Employer</i> every occurrence upon the <i>site</i> causing damage to property or injury or death to persons. Such report shall be in writing and shall contain full details of the occurrence concerned.
Z9 Occupational & Safety	Health	<p>The <i>Contractor</i>:</p> <ul style="list-style-type: none"> a) complies with the Occupational Health and Safety Act 85 of 1993 and the Construction Regulations 2014 promulgated in terms thereof ("the OHSA"); Disaster Management Act, 2002 Regulations issued in terms of section 27 (2) of the Disaster Management Act, 2002, and Consolidated Directions on Occupational Health and Safety Measures in certain workplaces. b) attends a works specific induction prior to commencement of the <i>works</i>; c) ensures that all personnel are in possession of the appropriate safety equipment at all times; d) ensures compliance with all safety procedures, rules and regulations as set forth by the <i>Employer</i>; e) ensures that its employees on <i>site</i> are issued with the appropriate personal protective equipment (PPE) in compliance with the OHSA; f) maintains a fully equipped first aid box on <i>site</i> as well as a trained and certified person to administer such first aid box; g) takes appropriate precautions to avoid damage to plant and buildings adjacent to the <i>works</i>;
Z10 Maintenance services		Until the defects date, the Contractor shall, following Completion, carry out servicing of the <i>works</i> in accordance with the requirements and at the intervals stated in the Works Information.
Z11 Broad-Based Economic Empowerment Local Content	Black And	<p>In this clause:</p> <p>"the Required B-BBEE Recognition Level" means a B-BEE Recognition Level of [•].</p> <p>"Local Content and Related Obligations" means the local content and related obligations contained in Schedule [•].</p>

The Contractor:

- a) confirms that it has a valid B-BBEE accreditation certificate from a listed verification agent belonging to ABVA for the Required B-BBEE Recognition Level;
- b) shall maintain the Required B-BBEE Recognition Level until the issue of the Certificate of Completion;
- c) will provide the Employer with a valid B-BBEE accreditation certificate whenever required; and
- d) shall comply with and fulfil the Contractor's obligations in respect of the Local Content and Related Obligations.

The *Employer's* Acceptance

The *Employer* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of
the *Employer*

To be completed at contracting

Name

Position

Signature

Date

Price List

Entries in the first four columns in this Price List (Annexure 1) are made either by the *Employer* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered

The Price List for the *works* is attached as Annexure 1 below.

Annexure 1: Price List

ITEM NO	ACTIVITY DESCRIPTION	UNIT	QUANTITY	PRICE (EXCL. VAT)
	SECTION 1: PRELIMINARIES AND GENERAL			
A	PRICE LIST A			
A1	PRELIMINARY AND GENERAL			
	1.1. Temporary works & plant	Item	1	
	1.2. Security of the works	Item	1	
	1.3. Insurance & guarantees	Item	1	
	1.4. Contractor's representatives	Item	1	
	1.5. Compliance with Occupational Health & Safety requirements	Item	1	

A2	PROFESSIONAL SERVICES (% of estimated cost)				
	2.1. Initiation Stage	Item	1		
	2.2. Concept Stage	Item			
	2.3 Design Development Stage	Item			
	2.4 Design Documentation Stage	Item			
	2.5. Works Stage	Item	1		
	2.6. Handover Stage	Item	1		
	2.7. Close-out Stage	Item	1		
COVID19	<u>Compliance with Disaster Management Act, 2002 Regulations issued in terms of section 27 (2) of the Disaster Management Act, 2002 and Consolidated Directions on Occupational Health and Safety Measures in certain workplaces</u>	Note			
A3	Allow a Budgetary Allowance of One Hundred Thousand Rand (R100,000) for compliance with COVID-19 regulations, to be used at the discretion of the employer, for provision of products & service the Employers representative, employers and agents of the beneficiaries, but excluding all the contractors, its officials and employees of the contractor	Item	1	100, 000.00	
	SUB-TOTAL of PRICE LIST A - CARRIED OVER TO FINAL SUMMARY				

ITEM NO	ACTIVITY DESCRIPTION	UNIT	QUANTITY	PRICE (Excl. VAT)																												
	SECTION 2 – BUILDING WORKS																															
B	PRICE LIST B																															
	SUPPLY AND INSTAL GARDEN SHADE NET STRUCTURES																															
B1	The project includes the supply and installation of shade net structures to the 23 project sites as shown on the list below with sizes (pole to pole measurements):	Note																														
	<table><tr><th>Project Name</th><th>Estimated Length (m)</th><th>Estimated Breadth (m)</th><th>Total Size (m²)</th></tr><tr><td>Tshwane Areas</td><td></td><td></td><td></td></tr><tr><td>Siyathuthuka project</td><td>30,00</td><td>21,00</td><td>630</td></tr><tr><td>Edutek</td><td>40,00</td><td>21,00</td><td>840</td></tr><tr><td>Vukuzenzele</td><td>40,00</td><td>30,00</td><td>1200</td></tr><tr><td>Mmakgomo</td><td>90,00</td><td>30,00</td><td>2700</td></tr><tr><td>Rethabile</td><td>60,00</td><td>18,00</td><td>1080</td></tr></table>	Project Name	Estimated Length (m)	Estimated Breadth (m)	Total Size (m²)	Tshwane Areas				Siyathuthuka project	30,00	21,00	630	Edutek	40,00	21,00	840	Vukuzenzele	40,00	30,00	1200	Mmakgomo	90,00	30,00	2700	Rethabile	60,00	18,00	1080			
Project Name	Estimated Length (m)	Estimated Breadth (m)	Total Size (m²)																													
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	City of Ekurhuleni							
	Soil provider	20,00	15,00	300				
	Tshimo Ya Moya	30,00	21,00	630				
	Dukathole LSEN	15,00	15,00	225				
	Kodumela Moepa Thutse	20,00	21,00	420				
	Sozizwe School Project	30,00	12,00	360				
	Nigel Secondary School	40,00	21,00	840				
	Matshediso LSEN	20,00	12,00	240				
	Joburg Areas							
	Fred Norman School	30	21	630				
	Sedilaka Community Project	30	21	630				
	City of Emfuleni							
	Phahamang	40	21	840				
	Mondebo	25	15	375				

		Vaal Aids	30	21	630				
		Tumisang Botle	30	21	630				
		Letsheng	40	30	1200				
		Retshedisitswe project	30	21	630				
		Mance Masemola Project	40	21	840				
		Rand West LM							
		Walter Soka	30	21	630				
		Midvaal LM							
		Areka ya Thuso	30	21	630				
B2	<u>General Design Specifications</u>								
	The general layout of the Shade Net structure is shown below with a 21m X 20m example with shade cloth on angled sides for wind resistance. The height of the structure is 3.0m.								

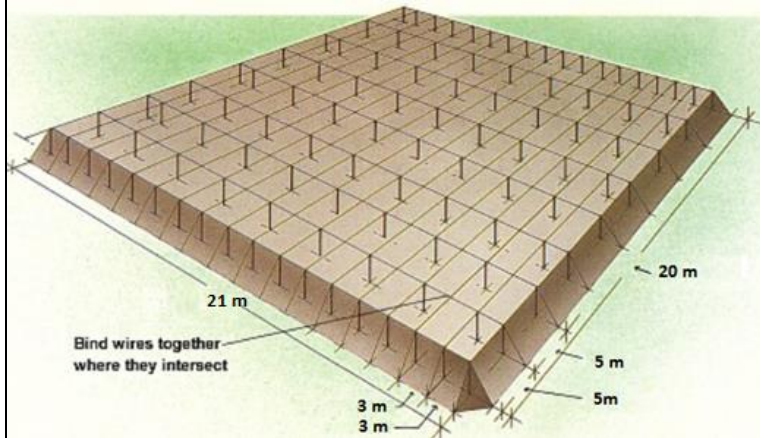


Fig 1: Shade net layout

B3	<p><u>Anchoring of Outside Poles (See Shade Net Parameter Section drawing)</u></p> <p>Galvanized steel rods to anchor each outside pole (with minimum anchor holding strength of 2270kgs in normal soil) – as per attached drawing – Section 007. Recommend Duckbill Anchor (or equivalent) or Concrete block of minimum holding strength of 2270kgs. Corner poles shall have 2 anchors each.</p>	No	750	
B4	<p><u>Steel wire</u></p> <ul style="list-style-type: none"> Inside the structure use high-tensile, galvanized steel wire of minimum 4mm thickness. (minimum 620Mpa) 			

	<ul style="list-style-type: none"> Outside the structure, use galvanized steel stay wire minimum 10mm nominal strand size, 1100Mpa. SANS 182 – part 5 Bind all edge wires and cross wires together wherever they intersect. The load-bearing surface of the anchor must be at 90 degrees to the stay; The stay must not be more than 45 degrees to the horizontal; If eyebolts are used, they must be twice the diameter of the cable and the eyes must be welded; When twisting up wire for stays, the final twist must be permanently locked in order to retain tension. 				
B4.1	High Tensile Galvanised Stay Wire (Minimum 10mm nominal strand size) for stay wires at the external poles. (with minimum breaking load of 1100Mpa, SANS 182 – part 5)	m	10000		
B4.2	High Tensile Galvanised Wire (Minimum 4mm diameter) shall be used to tie all internal poles together, and to secure the shade cloth. cross wire through the pre-drilled holes, 100mm apart from the top of the poles.	m	15000		
B5	<p><u>Wrap and protection of netting</u></p> <ul style="list-style-type: none"> Where a pole meet the tight horizontal shade net, a protective cap or an extra piece of shade net must be wrapped at a minimum of 2 layers around the pole. (Fig. 4) When joining the nets, galvanized Hogg Rings shall be fitted to join the wires. 	Note			



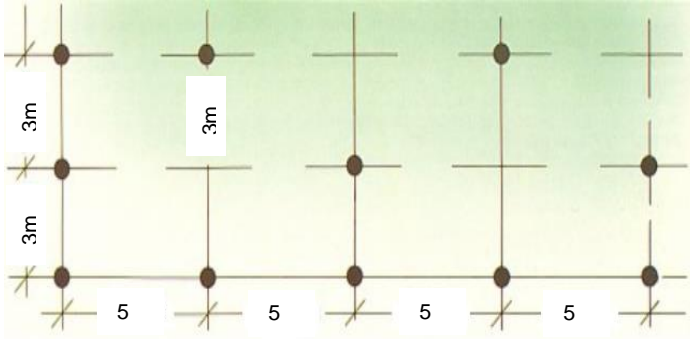
Fig 3: Wrapping of net around the poles

B5.1	<u>All sundries and fittings to be included in costing for fitting of the shade nets structures as shown below:</u>	Item	1	
	Protectors for shade net cloth (at poles)			
	Vineline grips, braces, splices and ties			
	Hog rings for joining wires and shade nets			
	Cosby cable clamps, Draw bolts, Gripple clamps, eye bolts, etc.			

B6	<u>EXCAVATION, FILLING, ETC</u>				
	<u>Site Clearance</u>				
B6.1	Clear site to 150mm depth across the garden area, based on parameters provided by community garden representative onsite including working spaces and site establishment. To ensure that the structure is erected correctly, the ground surface where it is to be erected, must be level. Set aside as stock pile to re instate later on as top soil	m ²	20000		
	<u>Excavation in earth not exceeding 2m deep</u>				
B6.2	Holes for bases.	m ³	220		
	<u>Extra over all excavations for carting away</u>				
B6.3	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m ³	220		
	<u>Risk of collapse of excavations not exceeding 1.5m deep</u>				
B6.4	Sides of trench and hole excavations not exceeding 1,5m deep	Item	1		
B6.5	Keeping excavations free of water	Item	1		

B7	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
	UNREINFORCED CONCRETE CAST AGAINST			
	<u>25MPa/19mm concrete</u>			
	Mass concrete with a coarse aggregate of 19mm and a minimum compressive strength of 25MPa Class 25/19 at 28 days	Note		
B7.1	At outside pole footings	m ³	250	
B8	<u>COVERINGS</u>			
	<u>Shade netting</u>			
	40% Black White Shade net (SANS 1703) shall be used with a 10-year warrantee from Manufacturer.	Note		
	Shade net for the top and side panels with ends sewn together and fixed to the stay wire using manufacturers recommended fittings.	Note		
	Shade net on the sides to be fitted to the anchor cables and fixed with stay wire at the ground.	Note		
B8.1	Total Shade netting as per required specifications including installation and fixing to pole and cable structure.	m ²	26210	

B9	<u>STRUCTURAL TIMBER</u>				
B9.1	3.6 m Gum or Saligna poles to required specification as per notes below	No	940		
	Gums or Saligna Poles: Install 100-124mm diameter CCA or green tanalith treated SABS poles of 3.6m in length fixed in the ground to a depth of 600mm	Note			
	<u>Pole Configuration</u> The pole configuration is shown below with a 5m maximum distance of 5m between the external poles along the length, and a maximum distance of 3m between the external poles along the breadth of the structure. Internal poles shall be installed in line with alternate poles as shown in diagram below.	Note			

					
B10	METALWORK/STRUCTURAL STEEL				
B10.1	Entrance Gate of 2m width, made from galvanized steel tubing, covered with shade net cloth, and fitted with a lock. (see Drawings of Shade net gates for details)	No	23		
B.11	Allow a sum of R5000.00 for fasteners (bolts, nuts, nails and reverts)	Item	1	5000.00	
B12	Allow a contingency sum of R500 000	Item	1	500, 000.00	
	SUB- TOTAL of PRICE LIST B - CARRY OVER TO FINAL SUMMARY				

C	PRICE LIST C																		
C1	SUPPLY AND INSTALLATION_ OF SOLAR WATER PUMPS/SYSTEMS AND ELEVATED WATER TANKS TO EXISTING NEW BOREHOLES																		
	<table><tr><td>Project Name</td><td>Borehole Depth (m)</td><td>Allow Pump Head (m)</td></tr><tr><td>Asakhe Agriculture Coop</td><td>89.39</td><td>100</td></tr><tr><td>Cynthia Moloto Project</td><td>250</td><td>270</td></tr><tr><td>Masimong</td><td>130</td><td>150</td></tr><tr><td>Laezonia Horticulture</td><td>130</td><td>150</td></tr></table>	Project Name	Borehole Depth (m)	Allow Pump Head (m)	Asakhe Agriculture Coop	89.39	100	Cynthia Moloto Project	250	270	Masimong	130	150	Laezonia Horticulture	130	150	Note		
Project Name	Borehole Depth (m)	Allow Pump Head (m)																	
Asakhe Agriculture Coop	89.39	100																	
Cynthia Moloto Project	250	270																	
Masimong	130	150																	
Laezonia Horticulture	130	150																	
C1.1	Supply and install a new dual solar borehole pump and control box complete with suitable cabling	No	4																
C1.2	Supply and install adequate and secured solar panels complete with mounting structure, anti-theft and foundation	No	4																
C1.3	Supply and install 2 x 5000l elevated water tanks for each site	No	4																
C1.4	Supply and install 2 x 4m tank stand for the tanks complete with foundation for each borehole	No	4																

C1.5	Supply and install 30m x 32mm HDPE pipes and fittings for water connection between the borehole and the tank.	No	4	
C1.6	Provide lightning protection.	No	4	
C1.7	Allow a sum of R5000.00 for fasteners (bolts, nuts, nails and reverts)	Item	1	5000.00
C1.8	Allow a contingency sum of R50 000.00	Item	1	R50 000.00
	SUB- TOTAL of PRICE SCHEDULE C - CARRY OVER TO FINAL SUMMARY			

D	PRICE LIST D																
D1	SUPPLY AND INSTALLATION OF SOLAR WATER PUMPS/SYSTEMS AND ELEVATED WATER TANKS TO EXISTING NON-WORKING/FUNCTIONAL BOREHOLES																
	<table><tr><th>Project Name</th><th>Borehole Depth (m)</th><th>Allow Pump Head (m)</th></tr><tr><td>Shabangu Farming Project</td><td>53.89</td><td>70</td></tr><tr><td>Tembisa Self Help Association of Disabled</td><td>130</td><td>150</td></tr><tr><td>Selwanendlela</td><td>11.1</td><td>40</td></tr></table>	Project Name	Borehole Depth (m)	Allow Pump Head (m)	Shabangu Farming Project	53.89	70	Tembisa Self Help Association of Disabled	130	150	Selwanendlela	11.1	40	Note			
Project Name	Borehole Depth (m)	Allow Pump Head (m)															
Shabangu Farming Project	53.89	70															
Tembisa Self Help Association of Disabled	130	150															
Selwanendlela	11.1	40															
D1.1	Remove existing damaged borehole pump.	No	3														
D1.2	Supply and install a new dual solar borehole pump and control box complete with suitable cabling.	No	3														
D1.3	Supply and install adequate and secured solar panels complete with mounting structure, anti-theft and foundation.	No	3														
D1.4	Supply and install 2 x 5000l elevated water tanks for each borehole	No	3														
D1.5	Supply and install 2 x 4m tank stand for the tanks complete with foundation for each borehole	Item	3														

D1.6	Supply and install 30m x 32mm HDPE pipes and fittings for water connection between the borehole and the tank	m	3																
D1.7	Provide lightning protection	Item	1																
D1.8	Allow a sum of R5000.00 for fasteners (bolts, nuts, nails and reverts)	Item	1	5000.00															
D1.9	Allow a contingency sum of R50 000.00	Item	1	R50 000.00															
SUB- TOTAL of PRICE LIST D - CARRY OVER TO FINAL SUMMARY																			
E	PRICES LIST E																		
SUPPLY AND INSTALLATION OF SOLAR WATER PUMPS/SYSTEMS AND ELEVATED WATER TANKS TO EXISTING WORKING/FUNCTIONAL BOREHOLES																			
<table><tr><td>Project Name</td><td>Borehole Depth (m)</td><td>Allow Pump Head (m)</td></tr><tr><td>Legodi Co-op</td><td>17.09</td><td>40</td></tr><tr><td>Lewin Project</td><td>40.48</td><td>60</td></tr><tr><td>Zivuseni</td><td>50</td><td>70</td></tr><tr><td>Phaphamang</td><td>52.64</td><td>70</td></tr></table>		Project Name	Borehole Depth (m)	Allow Pump Head (m)	Legodi Co-op	17.09	40	Lewin Project	40.48	60	Zivuseni	50	70	Phaphamang	52.64	70	Note		
Project Name	Borehole Depth (m)	Allow Pump Head (m)																	
Legodi Co-op	17.09	40																	
Lewin Project	40.48	60																	
Zivuseni	50	70																	
Phaphamang	52.64	70																	
E1.1	Remove existing working borehole pump.	No	4																
E1.2	Supply and install a new dual solar borehole pump and control box complete with suitable cabling.	No	4																

E1.3	Supply and install adequate and secured solar panels complete with mounting structure, anti-theft and foundation	No	4	
E1.4	Supply and install 2 x 5000l elevated water tanks for each borehole	No	4	
E1.5	Supply and install 2 x 4m tank stand for the tanks complete with foundation for each borehole.	No	4	
E1.6	Supply and install 30m x 32mm HDPE pipes and fittings for water connection between the borehole and the tank.	No	4	
E1.7	Provide lightning protection	No	4	
E1.8	Allow a sum of R5000.00 for fasteners (bolts, nuts, nails and reverts)	Item	1	5000.00
E1.9	Allow a contingency sum of R50 000.00	Item	1	R50 000.00
	SUB- TOTAL of PRICE LIST E - CARRY OVER TO FINAL SUMMARY			

ITEM NO	DESCRIPTION				AMOUNT
	FINAL SUMMARY OF THE PRICE LIST				
A	SECTION 1 – PRELIMINARIES (Total for Price List A)				
B - E	SECTION 2 – BUILDING WORKS – (Totals for Price Lists B – E)				
	SUB – TOTAL OF SECTION 1 AND 2				
	ADD VAT @ 15%				
	THE TOTAL OF THE PRICES IS (To be carried over to the Contractor's Offer page)			R	
In words					

Works Information

The Works Information should be a complete and precise statement of the *Employer's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Employer's* intention. Information provided by the *Contractor* should be listed in the Works Information only if the *Employer* is satisfied that it is required, is part of a complete statement of the *Employer's* requirements and is consistent with the other parts of the Works Information.

1 Description of the works

The purpose of this project is to procure and install new infrastructure in order to improve the various farmers across regions of Gauteng.

The projects are located at various sites not necessarily equipped with basic services needed for the contract execution. Therefore, the tenderer shall arrange for the provision of all services needed. The sites must be managed to minimize theft and vandalism to construction material, including security costs during the contract execution period.

No separate payment will be made to the Contractor for the obtainment, providing and consumption of electricity, water or any services. These will be deemed to be in the Contractor's Preliminary and General costs.

On behalf of GDARD, DBSA as the Implementing Agent therefore, seeks to procure the services of a construction service provider (contractor) to undertake the supply and installation of 23 shade net structures and equipping of 11 boreholes with solar water pump systems.

The sites and scope of works are listed in the table below:

Project Name		Description of Works
Garden Shade Net Structures Size		
Siyathuthuka Project	630m ²	<ul style="list-style-type: none"> 23 x supply and construction of garden shade net structures of various sizes totaling 17 130m². The structures will be made of 40% shade netting, mounted on wooden poles and connected with galvanised wires.
Eduitek	840m ²	
Vukuzenzele	1200m ²	
Mmakgomo	2700m ²	
Rethabile	1080m ²	
Soil Provider -	300m ²	
Tshimo Ya Moya	630m ²	
Dukathole LSEN	225m ²	
Kodumela Moepa Thutse	420m ²	
Sozizwe School Project	360m ²	
Nigel Secondary School	840m ²	
Matshediso LSEN	240m ²	
Fred Norman Sec School	630m ²	
Sedilaka Community Project	630m ²	

Phahamang	840m ²		
Mondebo	375m ²		
Vaal Aids	630m ²		
Tumisang Botle	630m ²		
Letsheng	1200m ²		
Retshedisitswe project	630m ²		
Mance Masemola Project	840m ²		
Walter Soka	630m ²		
Areka ya Thuso	630m ²		
Boreholes	Depth (m)	Pump Head (m)	Brief Works Description
Asakhe Agriculture Coop	89.39	100	4 x Supply and installation of solar water pumps/systems and elevated water tanks to existing new boreholes
Cynthia Moloto Project	250	270	
Masimong	130	150	
Laezonia Horticulture	130	150	
Shabangu Farming Project	53.89	70	3 x Supply and installation of solar water pumps/systems and elevated water tanks to existing but non-working/functional boreholes
Tembisa Self Help Association of Disabled	130	150	
Selwanendlela	11.10	40	
Legodi Co-op	17.09	40	4 x Supply and installation of solar water pumps/systems and elevated water tanks to existing working/functional boreholes
Lewin Project	40.48	60	
Zivuseni	Unknown (allow 50)	70	
Phaphamang	52.64	70	

Scope deliverables or milestones

The scope of works must be delivered according to the stages of the Infrastructure Delivery Management Project Processes listed below (as outlined in the FIDPM):

- 1) Stage 1: Inception/Initiation – Site establishment and assessments
- 2) Stages 2 – 4: Not applicable
- 3) Stage 5: Works – Completed works capable of being used or occupied.
- 4) Stage 6: Handover – Record Information (Handover report).
- 5) Stage 7: Close-Out – Close-out Report.

Therefore, the above listed scope of works deliverables or work breakdown structure (WBS) sets this contract's principle through which the successful tenderer shall deliver the contract objectives.

Stage 1: Inception/Initiation

During the inception phase the following items will be addressed

- a) Attendance of briefing meeting.
- b) Set-up and signing of DBSA-PSP contract.
- c) Obtaining information, documents and drawings prepared by previous consultants.
- d) Interpret the project brief.
- e) Compile Project Execution Plan (PEP) for approval by DBSA.
- f) Obtain DBSA approval of PEP.
- g) Conduct site assessments and confirm scope brief.
- h) Assess requirements for construction site security.
- i) Secures approvals for safety, health and environmental.
- j) Submit confirmed scope of works to the DBSA for approval.
- k) Submit **Inception Report** to the DBSA for approval.

Stage 5: Works

The Contractor is responsible for planning, organizing, sourcing, monitoring and management of the scope of works including, but not limited to;

- a) **Works programme: Develop schedule of works management plan for all activities.**
- b) **Develop quality control programme and implementation plan as well as quality assurance plan.**
- c) Carry out scope of works in terms of the contract.
- d) Prepare schedules of cash-flow projection as per programme of works.
- e) Submit payment certificates.
- f) Establish and maintain a financial control system.
- g) Attend regular site, technical and progress meetings.
- h) Carryout all quality tests as per the quality plan, record all results for filing and submission to DBSA/GDARD.
- i) Prepare operation and maintenance manuals, guarantee certificates and warranties.
- j) Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as-built drawings and operating manuals.

Stage 6: Handover

The Contractor is responsible to Handover the project by fulfilling the following duties including, but not limited to;

- a) Rectify defects.
- b) Submit operations and maintenance manuals to DBSA/GDARD.

- c) Provide a completion report, detailing the construction process, the material test results, the final founding conditions as well as any changes from the works stages up to the construction completion.
- d) Assist with the preparation of as-built records and drawings to the extent required in the agreement with the client.
- e) Schedule of quality test results.
- f) Provide guarantees that extend beyond the defect's liability period provided for in the package.

Stage 7: Close-out

The Contractor is responsible to Close-out the project by discharging the following duties;

- a) Complete liability period
- b) Carry out final inspection
- c) Release retention
- d) Terminate contract
- e) Close-out report.

The *works* also include all ancillary works or actions which even if not expressly stated, are required for the safe and proper installation, commissioning and functioning of the Baseline Systems or otherwise required by law. These includes:

- All precautions requisite for the protection of life and property on or about or in connection with the works, including the provision of all signs, lighting, barriers required by any competent authority;
- The remedy of, any building, wall, fence, garden, sewer, pipe, cable and any other structure, facility or thing, interfered with damaged or removed in Providing the Works, and restoration in the same condition as they were in prior to such interference, damage or removal, save where the same is unavoidable as part of the proper installation of the Baseline Systems;
- Clearing away and removal from the site and proper disposal of all constructional plant, temporary works, rubbish, surplus material, debris and unused materials resulting from or attributable to the Contractor's and subcontractor's operations.

The responsibilities required for the Contractor to take over professional and compliance liabilities is also as detailed below.

High Level Activities to be undertaken by the Contractor

- Overall Project Management, Coordination & Reporting.
- Provision of site supervision.
- Compilation & submission of Project Implementation Plan.
- Risk Management & reporting.
- Based on the above and any required activity, take liability for the works.
- Compile a cost estimate for implementation.
- Weekly consultation & reporting with the Client & other relevant stakeholders.
- Monthly monitoring and reporting of Milestone, Labour & SMME targets.
- Compilation & submission of cash flows and Payment Certificates.
- Compilation, Submission and Approval of Project Close out Report.

The works exclude:

- Items and/or services, if any, which are expressly stated to be provided by the Employer or by Others elsewhere in the Works Information;

The *Contractor* may execute the contract in accordance with his own standard work execution plans and procedures.

2 Drawings

List the drawings that apply to this contract.

1. Shade net parameter gum poles Section 007
2. Gate elevation
3. Shade net gate section

Drawing number	Revision	Title
1. None	None	None
2.		
3.		

(All documentation issued shall be signed off by [•] as "Approved for Construction")

3 Specifications

List the specifications which apply to this contract.

The Works comply with the codes and standards stated in the Works Information below. To the extent not stated, the Works comply with internationally recognised codes and standards determined by the *Contractor*.

Title	Date or revision	Tick if publicly available
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TBC

4 Constraints on how the *Contractor* Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*.

- The *Contractor* confines all operations, Materials, Plant, personnel and transport strictly to the Works area upon the *site* and to such areas thereon as may be specifically allocated by the *Employer* for such purposes.
- The *Contractor* exercises due skill, care and diligence in providing the Works.
- The *Contractor* is responsible for the adequacy, stability and safety of his Site operations and method of construction employed by him
- [The *Employer* accepts no responsibility for the consequences which may result from the cessation of the supply of electricity.]
- Without limiting the requirements and scope of the *works* as set out above, Completion of the *works* will not be considered achieved if the following activities have not been completed to the satisfaction of the *Employer* or of Others who have been appointed to inspect these:
 - Completion certificate is not issued and signed.
 - the *site* and the immediate vicinity thereof must be left clear, clean and tidy and ready for use to the satisfaction of the *Employer*
- The *Contractor* shall implement a quality management system.

5 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated. State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

The Contractor must prepare a project schedule plan, setting out the installation and commissioning schedule in MS Projects to be submitted on appointment and updated every month and submitted together with progress reports.

6 Services and other things provided by the *Employer*

Describe what the *Employer* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

Item	Date by which it will be provided
1. The <i>Employer</i> shall provide, at no cost to the <i>Contractor</i> .	None

Site Information

Give information about the site such as the ground conditions and any other information which is likely to affect the Contractor's work such as limitations on access and the position of adjacent structures.

Not Known

Location Information

Location	Project Name	GPS Lat	GPS Long
Garden Shade Nets			
City of Tshwane	Siyathuthuka Project	-25.7834	28.7217
	Eduitek	-25.7330	28.3234
	Vukuzenzele	-25.6323	28.5217
	Mmakgomo	-25.5812	28.8601
	Rethabile	-25.3481	28.2977
City of Ekurhuleni	Soil Provider -	-26.0022	28.2306
	Tshimo Ya Moya	-26.3588	28.1315
	Dukathole LSEN	-26.3227	28.1543
	Kodumela Moepa Thutse	-25.9677	28.2096
	Sozizwe School Project	-26.1448	28.4088
	Nigel Secondary School	-26.4460	28.5136
	Matshediso LSEN	-26.3626	28.3695
City of Joburg	Fred Norman Sec School	-26.4056	27.8359
	Sedilaka Community Project	-25.9911	28.1756
City of Emfuleni	Phahamang	-26.5847	27.8333
	Mondebo	-26.5557	27.8519
	Vaal Aids	-26.5815	27.8224
	Tumisang Botle	-26.5813	27.8287
	Letsheng	-26.5542	27.8799
	Retshedisitswe project	-26.6886	27.8694
	Mance Masemola Project	-26.5468	27.8835
Rand West LM	Walter Soka	-26.1600	27.6783
Midvaal LM	Areka ya Thuso	-26.5447	27.8480
Boreholes			
	Asakhe Agriculture Coop	-25.5542	28.82990
	Cynthia Moloto Project	-25.5486	28.1438
	Masimong	-26.5952	27.8350
	Laezonia Horticulture	-25.8954	28.0078
	Shabangu Farming Project	-25.7163	28.7845
	Tembisa Self Help Association of Disabled	-26.0251	28.1973

	Selwanendlela	-26.5057	27.8386
	Legodi Co-op	-25.8299	28.7776
	Lewin Project	-26.3144	28.3226
	Zivuseni	-26.5589	27.8864
	Phaphamang	-26.5343	27.9022