



**agriculture
& rural development**

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

**KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL
DEVELOPMENT**

Quotation No: R/S/1920/2600

**PROCURE SUPPLY DELIVER AND CONSTRUCT DIP TANK PLUS HANDLING
FACILITIES AT MTSHONGWENI AREA UMZINYATHI**

NAME OF BIDDER: _____

COMPULSORY SITE BRIEFING DETAILS

**NO COMPULSORY SITE BRIEFING REQUIRED BUT SUPPLIERS ARE
ENCOURAGED TO VISIT THE SITE AT THEIR OWN LEISURE TO ASSESS DISTANCE
AND ROAD CONDITIONS**

1. PRE-QUALIFICATION CRITERIA

Evaluation will be in terms of the 80/20 preference point system

REQUIREMENT – CIDB Grading: 1 /CE or above

For more information, please contact the following official:

**For: Technical Enquiries:
TH THABETHE
076 82 9416408**

**For: Quotation/SCM enquiries:
Maureen Shabangu
033 3438375**

CLOSING DATE: 19 FEBRUARY 2020 TIME: 11:00 AM



agriculture & rural development

Department:
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PROVINCE OF KWAZULU-NATAL

INVITATION OF QUOTATION ABOVE R30,000.00

THIS FORM SHOULD BE COMPLETED IN DETAIL AND SHOULD BE ACCOMPANIED BY A **VALID TAX COMPLIANCE STATUS PIN AND VALID BBEE VERIFICATION CERTIFICATE/AFFIDAVIT**

QUOTATION NUMBER: R/S/1920/2600	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 19/02/2020	CLOSING TIME: 11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: SUPPLY, DEVIVER CONSTRUCT DIPTANK PLUS HANDLING FACILITIES AT MTSHONGWENI AREA UMZINYATHI DISTRICT	COMPANY NAME: TEL NO: FAX NO: CONTACT PERSON: CSD REG NUMBER MAAA.....
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R
COMPANY OFFICIAL STAMP (COMPULSORY) SIGNATURE OF BIDDER DATE
NUMBER OF PAGES FAXED BACK TO THE DEPARTMENT BY THE SUPPLIER(Supplier to complete)

N.B DOCUMENT MUST BE DEPOSITED IN THE BID BOX AT SCM – DEPARTMENT OF AGRICULTURE 4 PIN OAK AVENUE HILTON QUARRY BOX. NO FAXED QUOTATION WILL BE ACCEPTED

TEL. NUMBER 033 3438375
CONTACT PERSON TM SHABANGU

**NB: THE ATTACHED SBD4 & SBD9 FORMS MUST BE COMPLETED IN FULL.
THIS REQUEST FOR QUOTATION (RFQ) MUST BE COMPLETED AND RETURNED WITH ALL YOUR QUOTATION DOCUMENTS.**

Umzi/FS19/Mtsho Dip/NQU
 COMPANY NAME :
 ADDRESS :
 CONTACT PERSON :
 CONTACT NUMBER :
 FAX NUMBER :

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
	Procure,Supply,deliver and construct dip Tank plus handling facility at Mtshongweni area,Umzinyathi as outlined in attached terms of reference					
1.						
2.						
3.						
4.						
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
TOTAL						
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT						
TOTAL PRICE						

*VAT Registration No. (Supplier) -----

When Required (Requester): 30 December 2019

Where Required (Requester): Nquthu Agriculture

Contact details of requester: **TH Thabethe**

TEL : 034 -2710010/0769416408

(COMPULSORY)

COMPANY STAMP

PRICES ARE VALID FOR 30 60 90 DAYS

Mark one Box (X)

SIGNATURE.....

DATE



ANNEXURE D1

PRICING SCHEDULE- DIP TANK

>>>A copy of this pricing schedule is to be attached at every claim

NAME OF DIP TANK : MTSHONGWENI DIP TANK		LOCATION: NQUTHU				
ITEM	DESCRIPTION	UNIT	QTY	RATE EXCL. VATE	AMOUNT INCL. VATE	
1.Preliminary and general/ site establishment						
1.1	Insurance, project risk, Workman's compensation, UIF Admin, Provision of the required equipments, Testing, safety, Site Establishment and OHS reqs.	Sum	1			
2.EARTH WORK						
2.1	Site clearance(removal of 150mm dip tank area and placement where required	M ²	200			
2.2	Levelling of site where required and excavation of dip tank and drying race (crush pan) to specify slope	Sum	1			
2.3	Excavation of the tank hole	M ³	28			
2.4	Restricted backfill to 93% MOD ASSHTO behind dip of tank walls	M ³	20			
2.5	Cart away surplus material to spoil	Sum	1			
2.6	E/O for rock (use of this item must be verified and approved by Engineer)	M ³	3			
3.CONCRETE						
3.1	30MPa Concrete	M ³	28			
4.POLES						
4.1	2.40mx100-125mmø Posts	No	85			
4.2	2.70mx100-125mmø Posts	No	35			
4.3	4.80mx100-125mmø Posts	No	125			
5.STEEL REINFORCEMENT						
5.1	R10x0.350mm-Pole bracing	No	380			
	R10x1.625mm-Pole bracing	No	15			
	Ref 311 Mesh-6m x2.4m sheet for concrete	No	4			
	Ref 500 Mesh-6m x2.4m sheet for concrete	No	16			
	R8(75m in total) See bending schedule. Bars of 6m length	No	13			
	Y10x 2.6m(See bending schedule)	No	1			
	800x102mmx76mm10mm angle iron	No	1			
6.STONE PITCHING						
6.1	Stone	No	1			
7.SHUTTRING AND FINISHING						
7.1	Formwork in small work etc Rough formwork(incl narrow width and raking)	M ²	19			
7.2	Smooth formwork (incl narrow width and raking)	M ²	148			
7.3	U2 to Finish base of tank, step base and drying race	M ²	33			
7.4	U4 to finish top of walls	M ²	3.1			
8.FILING OF THE TANK						
8.1	Tank is fill with one or more water tankers					
8.2	Tank is fill by pumping water from nearby dam, borehole or other source	Sum				
9.ANCILLERY MATERIALS, SERVICE AND EQUIPMENT						
		Sum				
	SUBTOTAL ITEM 1-18					
9.1	Ancillary materials service & equipments 10% for item 1-8	Sum	1			
<<<<(Amount to be carried forward to Annexure A)		TOTAL EXL VAT				



**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF
MTSHONGWENI DIP TANK NQUTHU LM | UMZINYATHI DM**

A | TERMS OF REFERENCE

1. BACKGROUND

- 1.1. Achieving and maintaining high levels of growth in the agricultural sector is a key national policy objective that holds a high priority in the programs of the KwaZulu-Natal Department of Agriculture and Rural Development (herein after referred to as Department). The Department endeavors to contribute to economic growth within the agricultural sector and in the process promote commercialization in the smallholder farm sector, increase opportunities for skilled and relatively unskilled employment, and increase food security.

2. OBJECTIVES

- 2.1. To appoint a suitable Service Provider for the Construction of a new dip tank.
- 2.2. To ensure the timely, cost effective of the dip tank according to acceptable quality standards and specifications to benefit resource-poor and emerging farmers.
- 2.3. To create sustainable livestock production in poverty-stricken rural communities.

3. SCOPE OF SERVICES

- 3.1. The contract covers the supply of all material and fittings and rehabilitation of Mtshongweni dip tank.
- 3.2. Documents to accompany this bid specification are listed in the Table of Contents.

4. PROJECT LOCATION

- 4.1. The site is situated in Ward 11 of the Nquthu Local Municipality in the Umzinyathi District Municipality, 10km west of Nquthu Town.

B | SPECIAL TERMS & CONDITIONS

1. INTRODUCTION

- 1.1. Bidders must ensure that they are fully aware of all the Terms and Conditions contained in this bid document. Only bidders that fully meet the prequalification shall be considered.
- 1.2. The Bidder is required to check the number of consecutively numbered pages and should any found to be missing or in duplicate, or the text of figures indistinct, or should there be any doubt or obscurity as to the meaning of any part of these documents, the Bidder must ascertain the true meaning or intent of the same prior to the submission of his/her Bid, as no claims arising from any incorrect interpretation will be admitted.

2. ACCEPTANCE OF BID

- 2.1 The Departmental Bid Adjudication Committee is under no obligation to accept any bid.

3. AMENDMENT OF CONTRACT

Bid document for the construction of Mtshongweni dip tank at Nquthu



- 3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Departmental Bid Adjudication Committee approval.

4. AWARD

- 4.1 Bidders who meet the prequalification shall be scored on functionality and only bidders with a minimum score of 70 shall be evaluated on price and preference points.

5. BASIS OF QUANTITIES

- 5.1 Quantities are as reflected on the Bill of Quantities.

6. BBBEE CERTIFICATE

- 6.1 A bidder claiming BBBEE points must submit a valid BBBEE certificate or a sworn affidavit together with the bid.

7. CHANGE OF ADDRESS

- 7.1 Bidders must advise the Departmental Supply Chain Management, Contract Administration should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

8. COMPETENCY OF THE SERVICE PROVIDER

- 8.1. This bid is open for contractors with a Construction Industry Development Board (CIDB) data base grading of **minimum 2 CE/GB**. The contractor is to submit evidence of his/her OWN Active registration.
- 8.2. For evaluation processes, the Department shall apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.
- 8.3. It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

9. COMPULSORY SITE BRIEFING

- 9.1 A compulsory site-briefing meeting will be held with prospective Bidders. Attendance at the meeting will be compulsory and non-attendance shall invalidate any bid. The date and time of the meeting will be published in the Bid Advertisement or, in the case of a quote, be communicated when the prospective service provider is invited to quote.

10. COUNTER OFFERS

- 10.1 Counter offers shall not be considered.

11. DELIVERY CONDITIONS

- 11.1 Delivery of services must be made in accordance with the instructions appearing on the official purchase order.
- 11.2 All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.



- 11.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
- 11.4 The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 11.5 All invoices submitted must be original.
- 11.6 Deliveries not complying with the order form shall be returned to the contractor at the contractor's expense.
- 11.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of the Departmental Bid Adjudication Committee.

12. DETAILS OF PAST OR CURRENT CONSTRUCTION CONTRACTS AWARDED TO THE BIDDER (ANNEXURE C)

- 12.1 The bidder must furnish the following details of verifiable past and current construction contracts.
 - 12.1.1. Date of commencement of contract/s;
 - 12.1.2. Value per contract; and
 - 12.1.3. Contract details; that is, with whom held, phone number and Address/s of the companies.

13. ENTERING OF DEPARTMENTAL OFFICES

- 13.1 No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless he/ she is accompanied by the responsible official in charge of stores.

14. EQUAL BIDS

- 14.1 If two or more bidders score an equal total number of points, the contract must be awarded to the bidder that scored the highest points for BBBEE.
- 14.2 If functionality is part of the evaluation process and two or more bidders score equal total points and equal preference points for BBBEE, the contract must be awarded to the bidder that scored the highest points for functionality.
- 14.3 If two or more bidders score equal total points in all respects, the award shall be decided by the drawing of lots.

15. INVOICES

- 15.1 All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.
- 15.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
 - 15.1.1. The name, address and registration number of the supplier;
 - 15.1.2. The name and address of the recipient;
 - 15.1.3. An individual serialized number and the date upon which the tax invoice is issued;
 - 15.1.4. A description of the goods or services supplied;



- 15.1.5. The quantity or volume of the goods or services supplied;
- 15.1.6. The value of the supply, the amount of tax charged and the consideration for the supply; or
- 15.1.7. Where the amount of tax charged is calculated by applying the tax fraction to the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

16. IRREGULARITIES

- 16.1 Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

17. JOINT VENTURES

- 17.1 In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.
- 17.2 Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 17.3 The non-submission of a BBBEE Certificate by a trust, consortium or joint venture shall result in zero (0) preference points being allocated for evaluation purposes.
- 17.4 Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- 17.5 The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 17.6 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

18. LATE BIDS

- 18.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 18.2 A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

19. NOTIFICATION OF AWARD OF BID

- 19.1. The successful bidder shall be notified via an advert in the same media as the invitation to tender.

20. PAYMENT FOR SUPPLIES AND SERVICES

- 20.1 A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 20.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.



20.3 Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:

- 20.3.1 Contact must be made with the officer-in-charge of the District Office;
- 20.3.2 If there is no response from the District Office, the Director: Finance must be contacted;

20.4 Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

21. PERIOD OF CONTRACT

21.1 The contract is ad hoc / once off.

22. PRE-QUALIFICATION CRITERIA

22.1 Only bidders who meet both of the following prequalification criteria may respond:-

- 22.1.1. **BBBEE level 1 (as per the provisions of section 4(1)(a) of the PPPFA Regulations, 2017); and**
- 22.1.2. **EME (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017)**

22.2 Bidders must submit documentary proof of compliance with the above prequalification criteria.

22.3 Bidders who fail to comply with the above-stipulated prequalification criteria or fail to submit documentary proof of the compliance with the prequalification criteria shall not be considered for this bid.

23. QUALITY CONTROL/ TESTING OF PRODUCTS

23.1 The Department 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.

23.2 The same replacement obligation to the Contractor would apply during the construction phase..

23.3 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 Department will in such cases seek compensation from the contractor for the estimated costs for completion.

23.4 In cases of deliberate negligence or unwillingness to adhere to the Departmental specifications, the Service provider will be reported to the Provincial and/or National Treasury for listing on the Restricted section of the Central Suppliers database.

24. ORDER OF PRECEDENCE

24.1 This invitation to bid/quote is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the National Treasury Government Procurement General Conditions of Contract (July 2010). The Special Terms and Conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

25. SUPPLIERS DATABASE REGISTRATION

Bid document for the construction of Mtshongweni dip tank at Nquthu



- 25.1 A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.
- 25.2 A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.
NB: If a bidder is found to be employed by the State and is on the Central Suppliers database, the bidder shall be disqualified.

26. TAX AND DUTIES

- 26.1 During quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

27. TAX COMPLIANCE PIN

- 27.1 The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 27.2 Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

28. UNSATISFACTORY PERFORMANCE

- 28.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 28.2. The Departmental official 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).
- 28.3. If the Contractor fails to commence the Works or to proceed with and complete the Works in compliance with the projected timeframes, the Head of Department 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: -
- 28.3.1. 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,
- 28.3.2. To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- 28.3.3. 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 to the Department shall deem best.
- 28.4. In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.
- 28.5. When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.



29. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

29.1 The validity (binding) period for the bid shall be 120 days from close of bid. However, circumstances may arise whereby the Department will request bidders to extend the validity (binding) period. Should this occur, the Department shall request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request shall be done before the expiry of the original validity (binding) period.

30. VALUE ADDED TAX (VAT)

30.1 Quoted prices must be inclusive of 15% VAT.

30.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.

30.3 For the purposes of calculating preference points, VAT shall not be considered during quotation process.

31. SERVICE LEVEL AGREEMENT

31.1 The successful Bidder and the Department will sign a Service Level Agreement prior to commencement of works. A proposed schedule of works must be provided by the contractor for the approval of the Engineer within two weeks of receiving notification of a successful bid.

31.2 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 Drawings, are deemed to form part of the SLA.

32. COMMENCEMENT OF THE WORK

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

32.1.1. An official order has been issued;

32.1.2. The contractor is in possession of all relevant documentation required for works execution;

32.1.3. No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.

32.2. 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, the Department reserves itself the right to cancel the contract.

33. HANDOVER OF SITE TO CONTRACTOR

33.1. The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants.

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



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

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

34. WATER AND POWER

34.1. 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 Bid/quoted amount.

35. LOCATION OF CAMP

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

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

36. HOUSING OF CONTRACTOR'S EMPLOYEES

36.1. 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.

36.2. 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.

37. LABOUR SOURCE & CAPACITY

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

37.2. The contractor is encouraged to source unskilled labour from the project participants or local community. The Contractor and the Departmental representative (Engineer or local Agricultural adviser) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.

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

38. SECURITY & RISK

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

38.2. The Contractor shall also be responsible for safeguarding all plants, machinery, equipment and materials on site. The Engineer 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.

39. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY

- 39.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.
- 39.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.
- 39.3. 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 the Department.

40. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

- 40.1. The Contractor is advised that he will be held responsible for any damage to the existing pavings, roads, municipal pavements, fences, boundary walls, etc., and will have to repair such damage at his expense.

41. DAMAGE TO PROPERTY

- 41.1 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 Department, or any private property including: buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department 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 the Department. The Completion Certificate will not be issued until the Department is satisfied that all necessary remedial work has been satisfactorily completed.
- 41.2. The Contractor shall take every precaution against damage or nuisance being caused by dust. Both to the properties of the Employer and all surrounding properties and shall indemnify the Employer against any claim that might arise there from.

42. UNDERGROUND CABLES AND PIPES

- 42.1. If such services are discovered, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.
- 42.2. Should the Contractor damage underground cable or pipes, such damage shall be repaired as soon and safely as possible by the Contractor.
- 42.3. The cost of making good such damage will be met by the Contractor as this must be covered by the Contractors works insurance.

43. DAILY RAINFALL RECORDS

- 43.1. 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, the Engineer is under no obligation to grant extension of the completion period for inclement weather.

44. INSPECTION OF WORK

- 44.1. The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.



44.2. The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

45. NOTICE OF COVERING WORK

45.1. The Contractor shall give due notice to the engineer 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.

45.2. 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 the Engineer.

46. SUB-CONTRACTED WORK

46.1. The contractor shall not sub-contract the entire contract.

46.2. 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.

47. INSURANCE

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

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

48. PROTECTION OF THE PUBLIC

48.1. The Contractor shall be responsible for the protection of the public in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993). 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.

49. INJURY TO PERSONS

49.1. The Contractor shall be liable for and shall indemnify the department 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.

50. DISAGREEMENTS

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



50.2. Ruling on disagreements. The Engineer 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. The Engineer 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.

51. FIXED PRICE CONTRACT

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

52. PRICING - COMPLETENESS OF BID

52.1. Bidders are required to quote for all services, products and commissioning as specified in this document and associated plans. This includes those optional items that will be pointed out as required at the bid briefing (e.g. VIP toilet(s), fencing and others). If he/she does not bid on all items, his/her bid will be rejected.

52.2. All bid/quoted prices for separate items are to be in South African currency and must **exclude** VAT.

52.3. All items as described in the project specification are to be priced in full.

52.4. Transport/Delivery costs must be included in the pricing if the Pricing Schedule does not list them separately.

52.5. VAT must be filled in as the sub total followed by the complete price for the entire project.

52.6. The Bid price page must be signed by a person legally authorized to do so.

53. QUANTITIES OF WORK

53.1. The Contractor shall receive payment only for the works actually executed and approved by the Engineer.

54. PROGRESS PAYMENTS

54.1. Payment shall only be made for claims that are commensurate with the works actually executed and complete.

54.2. Payment will only be made against the construction progress as pertaining to **built /installed** items. Movable items and materials on site are generally excluded from progress payments until they have been fully installed or fitted or built up.

54.3. If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.

54.4. The Engineer may elect to use a **payment schedule** (see Annexure C) that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.

54.5. The contractor shall be paid in up to a minimum of five part-payments. The Contractor is strongly advised to request at least five payments when being notified of him/her being awarded the contract.

54.6. Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (56).

54.7. The penultimate payment occurs after practical works completion. The final payment will be made after the 12 months liability period when the contractor has dealt with all defects, if any.



55. COMPLETION OF THE WORKS

55.1. Work completion will be established over three stages, in line with the JBCC.

55.1.1. 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 the Engineer. When the Contractor thinks he has completed the works, an inspection will be made by the Engineer 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.

57.1.2. Works completion

This stage will be reached after the Contractor has, to the sole assessment of the Engineer, 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.

57.1.3. Final completion

Final Completion occurs 12 months after Works completion, after expiry of the liability period.

56. RETENTION

56.1. A 10% retention will be withheld on payment for duration of the construction.

56.2. The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at **practical completion** of the works. The remainder, viz 5%, will be paid out at **final completion** after expiry of the defect liability period 12 months after practical completion), the bidder having eliminated all defects.

56.3. In some instances, the Engineer 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.

57. DEFECT LIABILITY PERIOD

57.1. The defect liability period is 12 calendar months calculated from the date of Practical Completion.

57.2. The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. 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 without delay and at his own cost.

58. CONTINGENCIES

58.1. An amount of 10% of the subtotal for all materials, equipment and services has been set aside for contingencies (item 9.1 on pricing schedule). This allowance will only be accessed for unforeseen additional expenditure not covered in the contract. Such approval must be in line with SCM Delegations.

59. PERIOD OF COMPLETION & RATE OF PROGRESS

59.1. The project has to reach practical completion within 2 months of award of the contract (60 calendar days).



- 59.2. 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 the Department to extend the date of completion, stating the cause of delay and period of extension applied for.
- 59.3. The Department 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.
- 59.4. The date of completion will be extended only to the extent approved by the Department.
- 59.5. Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.
- 59.6. When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

60. PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

- 60.1. If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance.
- 60.2. If the contractor fails to complete the works and the Department 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.
- 60.3. The department will 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.

61. BID EVALUATION CRITERIA

- 61.1. Compliance with Special terms and Conditions
Only bids that meet the Special Terms and Conditions in all aspects as stipulated in the bid document shall be considered.
- 61.2. Correctness of information
All information required in the bid document must be accurate and duly completed including all the appropriate signatures. The Department reserves the right to verify all information submitted. Non-compliance with the above shall result in elimination from further processes
- 61.3. Compulsory administrative compliance documents that must be submitted with the bid:
- 61.3.1. Central Suppliers Database registration number;
 - 61.3.2. Proof of valid and active CIDB 3 GB registration where applicable;
 - 61.3.3. Certified Copies of the Identity documents for company members/service providers;
 - 61.3.4. A certified copy of a valid BBBEE certificate or valid sworn affidavit for purposes of confirmation of the bidder being a Level 1 BBBEE;
 - 61.3.5. Documentary proof of bidder being an EME (e.g. Financial Statement) ;
 - 61.3.6. Documentary proof of bidder's experience in support of Annexure B
 - 61.3.7. Documentary proof of credit facility with manufacturer and/or Registered Financial Institution or evidence of access to any legal funding instrument.
- 61.4. Non-submission of any of the above documents shall result in disqualification.



61.5. Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies. Original certification should not be older than three (3) months. Failure to comply with this requirement shall invalidate the bid submitted.

62. FUNCTIONALITY EVALUATION

62.1. The bid documents shall be evaluated individually on score sheets, by a representative evaluation panel, according to the below mentioned evaluation criteria.

62.2. All service providers who score less than minimum functionality score of (70%) shall not be considered for the work

62.3. The evaluation criteria are as in Table 1 overleaf.



TABLE 1: BID EVALUATION CRITERIA				
	FUNCTIONALITY EVALUATION CRITERIA	Max Points	Evidence	Bidders Score
1.	<p>Bidder's experience in the construction of Buildings for Agricultural, domestic, industrial, institutional or commercial occupancies</p> <p>1 – 3 projects = 15 points >3 projects = 25 points</p>	25	<p>Completion Certificate (Works or other) In support of Annexure C3</p>	
2.	<p>Financial Capacity</p> <p>Total Credit Facility (with financial institution and/or manufacturer of irrigation material)</p> <p>R250 000.00 - R500 000.00 = 15 points >R500 000.00 = 25 points</p>	25	<p>Evidence of credit facility with manufacturer/supplier and/or Registered Financial Institution Or Evidence of access to any legal funding instrument (e.g. Letter of intent)</p>	
3.	<p>Access to a transportation facility/ Light Delivery Vehicle (LDV) / Truck</p>	10	<p>List under Annexure C1 Letter of commitment from fleet company Or Confirmation from producer that delivery shall also be undertaken Or Documentary proof of transport or transportation facility (Log Books/ Letter of agreement supported by Log book)</p>	
4.	<p>Proof of Physical address</p> <p>Office of Bidder outside borders of KZN = 5 pts Office of Bidder within borders of KZN = 20 pts</p>	20	<p>Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address</p>	
5.	<p>Company Ownership/ Business Or Shareholding</p> <p>≥ 50% Women = 10 points ≥ 50% Youth = 5 points ≥ 50% People with disabilities = 5 points ≥ 50% Military Veterans = 5 points</p>	20	<p>CIPRO Registration</p> <p>(Ck documents or share certificates) Or Certificate issued by Department of Defense and Military Veterans</p>	
	TOTAL	100		
	Minimum Functionality Threshold	70%		

**C | STANDARD TECHNICAL SPECIFICATIONS****1. PRELIMINARIES & GENERAL**

The contractor is to note that all insurances (UIF, workmen 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 contractor's responsibility and attention throughout the contract duration until handover of the project. This item also includes Occupational Health & Safety Act requirements. The Department reserves the right to stop progress of the works in case of non-compliance until these conditions are complied with.

2. APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

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

2.1.1. **SABS 1200 AA - 1986** (General - Small Works),

2.1.1.1. Materials: SABS 1200 AA (3);

2.1.1.2. Testing: SABS 1200 AA (7);

2.1.2. **SABS 1200 DA -1988** (Earthworks - Small Works)

2.1.3. **SABS 1200GA – 1982** (Concrete - Small Works).

2.1.3.1. Materials SABS 1200 GA (3)

2.1.3.2. Mixing, pouring and curing of concrete: SABS 1200 GA (5.4)

2.1.3.3. Testing: SABS 1200 GA (7)

2.1.4. **SANS 50197-1**: Cement: Common cement 32,5N or R to SANS 50197-1

3. APPLICABLE STANDARDS: EARTHWORKS AND 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 FOR ALL TRADES

4.1. All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer. The Bid shall refer to "the Standard (Abridged) Preamble for all trades", which covers the following (only the items in italics apply to this contract):

**STANDARD (ABRIDGED) PREAMBLES TO ALL TRADES****INDEX**

	Page
1 EARTHWORKS	3
2 CONCRETE, FORMWORK AND REINFORCEMENT	3
3 BLOCK AND BRICKWORK	6
4 WATERPROOFING	8
5 CARPENTRY AND JOINERY	8
6 FLOOR COVERINGS, PLASTIC LININGS, ETC.	11
8 SCREEDING AND PLASTERING	16
10 DRAINAGE AND PLUMBING	19
11 SANITARY PLUMBING AND FITTINGS	25
12 FIRE EXTINGUISHERS	31
13 GLAZING	31
14 PAINTING	31

5. MATERIALS AND CONSTRUCTION

- 5.1. All materials must be newly purchased and conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage, curtains, etc.... All construction 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

6. STANDARD CONCRETE MIXES

- 6.1. Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m³.
- 6.2. 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 m³ of concrete is required for an average quality sand and optimum quantity 19mm stone.
- 6.3. Concrete for non-structural purposes shall be "Prescribed mix concrete" produced in accordance with the requirements indicated in Table 2.

TABLE 2: 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 >> 1 Wheelbarrow = 2 bags of cement		
			Cement (Parts)	Sand (Parts)	Stone (Parts)
A	10	37,5	1	4	5
B¹	15	19,0	1	3	4
C²	20	19,0	1	2.5	3.5
D	25	19,0	1	2	3
E	30	19,0	1	2	2½
¹ This project: foundations + pole bases			1 (=2 bags)	4	4
² Shed floor, tank stand floor, apron			1 (=2 bags)	3	3



7. STANDARD PLASTER & MORTAR MIXES

7.1. The standard **plaster** mixes are as listed in Table 3:

TABLE 3: STANDARD PLASTER MIXES				
PLASTER CLASS:	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
Rich mix (fdns, wet areas)	1 : 4	50	0-10	130
General purpose	1 : 5	50	0-40	165

7.2. The standard **mortar** mixes are as listed in Table 4:

TABLE 4: STANDARD MORTAR MIXES				
MORTAR CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
I	1 : 4	50	0-10	130
II	1 : 6	50	0-40	200
This project	1 : 5	50	0-25	165

8. FINISHES TO IN-SITU CONCRETE

8.1. Class U1 Ordinary Finish

Immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides set accurately to level. No mortar shall be added and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after removing or tamping down the offending aggregate.

8.2. Class U2 Wood Float Finish

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a wood float. Floating shall be started as soon as the screed finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

8.3. Class U3 Coarse Brush Surface Finish

The concrete surface shall first be brought to a Class U1 ordinary finish. A coarse brush finish is then applied with a coarse bristle brush. "Brushing" shall be started soon after screeding to produce a uniform patterned coarse surface finish with a rough surface texture in the direction of the desired drainage direction.

8.4. Class U4 Steel Float Finish

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a steel power float. Floating shall be started as soon as the screeded finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.



ANNEXURE A: PRICING SCHEDULE – REHABILITATION OF 1 DIPTANK

>> A copy of this Pricing Schedule is to be attached at every claim

Name of Dip tank: Mtshongweni		Location: Nquthu			
ITEM	DESCRIPTION	UNIT	QTY	Rate (Excl. VAT)	Amount (Excl. VAT)
1 PRELIMINARY AND GENERAL/SITE ESTABLISHMENT					
1.1	Insurance, project risk, workman's compensation, UIF Project admin, provision of required equipment. Testing, safety, site establishment and site preparation, OSH reqs.	Sum	1		
2 EARTHWORKS					
2.1	Emptying of dip tank of water and debris	Sum	1		
2.2	Removal of top 150mm of soil for exit race and kraal entrance	m ³			
2.3	Cart away surplus material to spoil	Sum			
3 CONCRETE					
3.	30 MPa concrete Splash walls, steps & repairs	m ³	10		
4 POLES					
4.1	2.40m x 100-125mm Ø Posts	No.	10		
4.2	2.70m x 100-125mm Ø Posts	No.	10		
4.3	4.80m x 100-125mm Ø Posts	No.	10		
5 STEEL REINFORCEMENT					
5.1	R 10 x 0.350m - Pole bracing	No.	100		
5.2	R 10 x 1.625m – Pole bracing	No.			
5.3	Ref 311 mesh - 6m x 2.4m sheet for concrete (exit race)	No.			
5.4	Ref 500 mesh – 6m x 2.4m sheet for concrete (splash wall)	No.	5		
5.5	Y10 x 2.6m (See bending Schedule)	No.			
5.6	800mm x 102mm x 76mm x 10mm angle iron	No.			
6 STONE PITCHING					
6.1	Stone (plums)	m ²			
7 SHUTTERING AND FINISHING					
7.1	Formwork in small works etc. Rough formwork (incl. narrow widths and raking)	m ²	8		
7.2	Smooth formwork (incl. narrow widths and raking)	m ²	40		
8 FILLING OF THE TANK					
> See Section C, clause 6). Both options to be priced, but only applicable 1 to be claimed					
8.1	Option 1: Tank is filled with one or more water tankers	Sum	1		R.
8.2	Option 2: Tank is filled by pumping water from a nearby dam, bore hole or other water source.	Sum	1		R.
9 ANCILLARY MATERIALS, SERVICES & EQUIPMENT (contingencies)					
9.1	Ancillary Materials, Services & Equipment 10 % OF SUB-TOTAL ITEMS 1 - 8	Sum	1	R	
TOTAL				R	



ANNEXURE B: PRO FORMA PAYMENT CERTIFICATE FOR REHABILITATION OF DIPTANK

Name of Dip tank:			Location:				
Claimant:			Date:		Claim No.		
A	B	C	D	E	F	G	H
ITEM	DESCRIPTION	UNIT	QTY	Rate (Excl. VAT)	Amount	% Completed	Claim (F x G)
1 PRELIMINARY AND GENERAL/SITE ESTABLISHMENT							
1.1	Insurance, project risk, workman's compensation, UIF. Project admin, provision of required equipment. Testing, safety, site establishment and site preparation, OSH reqs.	Sum					
2 EARTHWORKS							
2.1	Emptying of dip tank of water and debris	Sum					
2.2	Removal of top 150mm of soil for exit race and kraal entrance	m ³					
2.3	Cart away surplus material to spoil	Sum					
3 CONCRETE							
3.1	30 MPa concrete	m ³					
4 POLES							
4.1	2.40m x 100-125mm Ø Posts	No.					
4.2	2.70m x 100-125mm Ø Posts	No.					
4.3	4.80m x 100-125mm Ø Posts	No.					
5 STEEL REINFORCEMENT							
5.1	R 10 x 0.350m - Pole bracing	No.					
5.2	R 10 x 1.625m – Pole bracing	No.					
5.3	Ref 311 mesh - 6m x 2.4m sheet for concrete (exit race)	No.					
5.4	Ref 500 mesh – 6m x 2.4m sheet for concrete (splash wall)	No.					
5.5	Y10 x 2.6m (See bending Schedule)	No.					
5.6	800mm x 102mm x 76mm x 10mm angle iron	No.					
6 STONE PITCHING							
6.1	Stone	m ²					



7 SHUTTERING AND FINISHING							
7.1	Formwork in small works etc. Rough formwork (incl. narrow widths and raking)	m ²					
7.2	Smooth formwork (incl. narrow widths and raking)	m ²					
A	B	C	D	E	F	G	H
ITEM	DESCRIPTION	UNIT	QTY	Rate (Excl. VAT)	Amount	%	Claim
8 FILLING OF THE TANK > See Section C, clause 6). Both options to be priced, but only applicable 1 to be claimed							
8.1	Option 1: Tank is filled with one or more water tankers	Sum					
8.2	Option 2: Tank is filled by pumping water from a nearby dam, bore hole or other water source.	Sum					
SUBTOTAL						R	
9 ANCILLARY MATERIALS, SERVICES & EQUIPMENT							
9.1	Ancillary Materials, Services & Equipment >>10% of Sub-Total	Sum					
SUB-TOTAL EXCL VAT							
VAT 15%							
TOTAL AMOUNT OF CLAIM							



ANNEXURE C : Additional Information

Please indicate your experience and expertise by completing the table.

#	NAME OF PROJECT + PERIOD	PROJECT DESCRIPTION <i>with particular reference to reinforced concrete applications</i>	ROLE (SELF OR SUB- CONTRACTED)	PROJECT VALUE	NAME AND CONTACT NUMBER OF REFEREE
1					
2					
3					
4					
5					

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

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

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

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

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO.

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

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. _____

(C2) Tender description: _____

(C3) Designated product(s) _____

(C4) Tender Authority: _____

(C5) Tendering Entity name: _____

(C6) Tender Exchange Rate: _____

(C7) Specified local content %

Pula		EU		GBP	
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Note: VAT to be excluded from all calculations

		Calculation of local content				Tender summary					
		Tender price - each (excl VAT)	Exempted Imported value	Tender value net of exempted Imported content	Imported value	Local value	Local content % (per Item)	Tender Qty	Total tender value	Total exempted Imported content	Total Imported content
(C8) Tender item no's	(C9) List of Items	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B _____

Date: _____

(C20) Total tender value _____

(C21) Total Exempt Imported content _____

(C22) Total Tender value net of exempt Imported content _____

(C23) Total Imported content _____

(C24) Total local content _____

(C25) Average local content % of tender _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____
 (D6) Tender Exchange Rate: _____

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											

This total must correspond Annex C - C.21

B. Imported directly by the Tenderer

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total Imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total Imported
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total Imported value by 3rd party											

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer from Annex B

Date: _____

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C.23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No.	
(E2) Tender description:	
(E3) Designated products:	
(E4) Tender Authority:	
(E5) Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

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SBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means -

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

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

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business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

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the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....

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

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

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4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

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

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

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

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SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Institution)

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

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

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

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SBD 9

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^a 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.

^a 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.

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SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved:

.....

Bid No:

Service:

THIS IS TO CERTIFY THAT (NAME):

ON BEHALF OF:

VISITED AND INSPECTED THE SITE ON..... (DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:
(OPTIONAL)

DATE: