



KWAZULU-NATAL PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Quotation No: R/S/2122/1378

DESCRIPTION OF SERVICE:

Construction of Ingolokodo dip tank- Nquthu Local Municipality

NAME OF BIDDER:

PREQUALIFICATION CRITERIA

- (i) BBBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017);**
- (ii) an EME which is at least 51% owned by black people who are youth (as per the provisions of section 4(1) (c) of the PPPFA Regulations, 2017)**

Local Content:

Only locally produced or locally manufactured steel products and components for construction (100%) will be accepted.

CIDB GRADING: Minimum of 2 CE is required

COMPULSORY SITE BRIEFING:

DATE: 19 October 2021

TIME: 09:00

VENUE: 27°57'20.1S; 30°36'43.2E.

(Ingolokodo dip tank- Nquthu Local Municipality)

Technical Enquiries: Nhlanhla Ngcamu 076 938 6185/nhlanhla.ngcamu@kzndard.gov.za

for INGOLOKODO DIP TANK, you may contact Mr Sakhile Mancu on 065 966 1044/
sakhile.macy@kzndard.gov.za

Administrative Enquiries: Nompumelelo Dladla 033 355 9369/
Nompumelelo.dladla@kzndard.gov.za

Return of Bid:

Bids must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, 1 Cedara Road, Cedara, 3200 or send by post to The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200.

Tel: **(033) 355 9109** before **11:00** am on the closing date: **22 October 2021**

Issued by:

The Department of Agriculture and Rural Development
1 Cedara Road
Cedara
3200

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:

CLOSING TIME: **11h00**

CLOSING DATE: **22- 10 - 2021**

BID NUMBER	DESCRIPTION	TOTAL PRICE IN RSA CURRENCY *(All applicable taxes included)
R/S/2122/1378	Construction of Ingolokodo dip tank- Nquthu Local Municipality	

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number :
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars

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

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

2.11.1 If so, furnish particulars.....
.....
.....

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME).....
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. 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



KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

.....01 Cedara Road, Pietermaritzburg, 3200

.....KZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200

.....Tel: 033 355 8068 Fax: 033 000 0000

**APPOINTMENT OF THE SERVICE PROVIDER FOR THE CONSTRUCTION OF NEW
INGOLOKODO DIP TANK AND ANIMAL HANDLING FACILITIES**

**PROJECT SPECIFICATIONS, CONDITIONS OF CONTRACT AND
PRICING AND PAYMENT SCHEDULES DOCUMENT**

1. PROJECT DESCRIPTION / BACKGROUND

The project covers the supply of all material, delivery and construction of a cattle dip and associated animal handling facilities. For the rehabilitation, the works include removing existing poles, draining the diptank for relining, trenching of the pole work as specified on the plan. Applying of suitable water proofing lining of the plunge tank and dry race using approved methods, construction of the crush pen, bypass and entrance kraal with poles. It also includes the casting of concrete in the kraal area as well as the entrance and exit areas of the bypass. Please refer to the attached **cattle dip tank plan**.

2. LOCATION

2.1 Ingolokodo diptank project is located, approximately 40km South West of Vryheid town. The proposed project is located in the following coordinates 27°57'20.1S; 30°36'43.2E.

3. OBJECTIVES

3.1 The Employer seeks to appoint a suitable and competent Service Provider to supply, deliver and rehabilitate the existing diptank or construct a new diptank with the handling facility.

3.2 The project involves the bush clearing where necessary in the footprint of the diptank, construction of the handling pens

3.3 The Employer desires that the work required be of a high standard and be completed in the shortest practical time whilst making use of local labour where practical possible.

3.4 The successful contractor would be required to supply proof of the knowledge required to implement a project of this nature.

4. SCOPE OF SERVICES

4.1 The contract covers the supply of all materials and fittings required for the rehabilitation of the diptank. The summary of the scope is as follow

4.1.1 Site setting out and site establishment

4.1.2 Supply and deliver of all materials listed in the Bill of Quantities to project site

4.1.3 Site clearance and de-bushing as instructed by the responsible person

4.1.4 Earthworks: Plunge tank pit excavation and trenching for the pole

4.1.5 Construction of the plunge tank

4.1.6 Installation of all the pole work required, for the holding pan, dry race and by-pass, poles to be compacted, and back fill with soil-crete.

4.1.7 Contractor to compile weekly progress reports to the project responsible person, detailing the actual work completed, and verified against the updated approved programme of work.

GENERAL TERMS AND 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. Should any number found to be missing or in duplicate; or the text of figures indistinct; or should there be any doubt 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

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 attached as the Annexure.

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) database grading of **minimum 2CE**. 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 all 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:

15.2.1 The name, address and registration number of the supplier;

15.2.2 The name and address of the recipient;

15.2.3 An individual serialized number and the date upon which the tax invoice is issued;

15.2.4 A description of the goods or services supplied; with quantities or volume supplied

15.2.5 The value of the supply, the amount of tax charged and the consideration for the supply; or

15.2.6 Where the amount of tax charged is calculated by either applying the tax fraction to the consideration for the supply and 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. To be implemented in four (4) calendar months effective from the site handover date to the contractor.

22. PROGRAMME AND PROGRESS PAYMENTS (AFTER CONTRACT AWARD)

22.1 The contractor is to supply a Gantt chart with the proposed times of completion of each phase and **associated progress payment request for the project**. A minimum of five (5) progress payments are suggested for the course of the project, these will include the retention as the final payment.

23. VERIFICATION OF EXPERIENCE

The Tenderer will be required to produce adequate and sufficient references to enable the Department to inspect previously completed projects and assess the capacity of the Tenderer. The Tender shall provide such information in **Annexure C – Additional Information**. **The tenderer must have extensive concrete work experience and will provide proof of this work experience which will be subject to approval of the Departmental Engineer or his delegated representative**

24. PRE-QUALIFICATION CRITERIA

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

24.1.1 **BBBEE level 1 (as per the provisions of section 4(1)(a) of the PPPFA Regulations, 2017); and**

24.1.2 EME or QSE (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017)

24.1.3 CIDB **2CE** Minimum

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

24.3 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.

25. QUALITY CONTROL/ TESTING OF PRODUCTS

25.1 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.

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

25.3 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.

25.4 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.

26. ORDER OF PRECEDENCE

26.1 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.

27. SUPPLIERS DATABASE REGISTRATION

27.1 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.

27.2 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.

28. TAX COMPLIANCE PIN

28.1 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.

28.2 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.

29. UNSATISFACTORY PERFORMANCE

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

29.2 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).

29.3 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: -

29.3.1 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,

29.3.2 To make a recommendation to the Accounting Officer for cancellation of the contract concerned.

29.3.3 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.

29.4 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.

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

30. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

30.1 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.

31. VALUE ADDED TAX (VAT)

31.1 Bid prices must be inclusive of 15% VAT.

31.2 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.

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

32. SERVICE LEVEL AGREEMENT

32.1 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.

32.2 The Special Terms and Conditions (STC), the Standard Technical Specifications (STS) and the Project Specific Specifications (PSS) as listed in this bid document, together with the Drawings, are deemed to form part of the SLA.

33. COMMENCEMENT OF THE WORK

33.1 Site establishment must commence within two (2) weeks after the site handover has been conducted, and the actual works within three weeks after hand-over of the site,

33.1.1 An official order has been issued;

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

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

33.2 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

34. HANDOVER OF SITE TO CONTRACTOR

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

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

34.3 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.

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

35. WATER AND POWER

35.1 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.

36. LOCATION OF CAMP

1.1 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.

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

37. HOUSING OF CONTRACTOR'S EMPLOYEES

37.1 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.

37.2 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.

38. LABOUR SOURCE & CAPACITY

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

38.2 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.

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

39. LOCAL AND OTHER AUTHORITIES NOTICES AND FEES

39.1 The Contractor shall comply with and give notices required by any Act of Parliament, Act of the KwaZulu-Natal Provincial Legislature, Laws, Regulations and By-Laws of any Local Authority and/or any public service company or authority relating to the Works or with whose systems the same are or will be connected, and he shall pay and indemnify the Employer against any fees or charges demandable by law there under in respect of the Works.

39.2 The Contractor before making any variation from the Drawings and Specification necessitated by such compliance shall give to the Regional Engineer written notice specifying and giving the reason for such variation and applying for instructions in reference thereto. If the Contractor within twenty-one days does not receive instructions he shall proceed with the work conforming to the provision, regulation or by-law in question, and any variation necessitated as aforesaid shall be deemed a variation and dealt with as such.

40. EQUIPMENT & RESOURCES

40.1 The Tender shall in **Annexure C – Additional Information** and by way of supplementary information satisfy the Department that sufficient equipment is possessed to execute the services or an indication shall be given as to the manner in which such equipment would be sourced. Should the Tenderer not be able to prove possession of or ability to access sufficient equipment, the Tender

will be wholly disqualified. The Department reserves the right to investigate the existence and/or proposed sourcing of equipment.

41. SECURITY & RISK

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

41.2 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.

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

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

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

42.3 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.

43. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC

43.1 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.

44. DAMAGE TO PROPERTY

44.1 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, pavings, 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.

44.2 The Completion Certificate will not be issued until the Department is satisfied that all necessary remedial work has been satisfactorily completed

44.3 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.

45. UNDERGROUND CABLES AND PIPES

45.1 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.

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

45.3 The cost of making good such damage will be met by the Contractor as this must be covered by the Contractor's works insurance, unless the damaged cables/pipes were unknown and did not feature on the plans supplied to the contractor.

46. DAILY RAINFALL RECORDS

46.1 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.

47. INSPECTION OF WORK

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

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

48. NOTICE OF COVERING WORK

48.1 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.

48.2 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.

49. SUB-CONTRACTED WORK

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

49.2 However, local suppliers and emerging contractors should be considered provided they are capable.

49.2.1 an EME or QSE which is at least 51% owned by black people;

49.2.2 an EME or QSE which is at least 51% owned by black people who are youth;

49.2.3 an EME or QSE which is at least 51% owned by black people who are women;

49.2.4 an EME or QSE which is at least 51% owned by black people with disabilities;

49.2.5 an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;

49.2.6 a cooperative which is at least 51% owned by black people;

49.2.7 an EME or QSE which is at least 51% owned by black people who are military veterans; or

49.2.8 more than one of the categories referred to in paragraphs (46.3.1) to (46.3.7).

49.3 **Central Supplier Database (CSD)** has the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned from which the tenderer must select a supplier(s).

50. INSURANCE

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

50.1.1 Insurance against damage, destruction or loss to 50% of the value of the contract.

50.1.2 Public Liability insurance.

50.1.3 All risks (works) policy and Political.

51. SITE SAFETY

51.1 During the construction the regulations of the Occupational Health and Safety Act No. 85 of 1993 and Machinery and Occupational Safety Act (Act 6 of 1983) will apply. By submission of a Tender the Tenderer acknowledges and agrees that, should this Tender be accepted, the Tenderer, is an employer in his own right with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 and amendments thereto and the corresponding Construction Regulations 2003 will ensure that all Works to be performed or machinery and plant to be used in the Works will be in accordance with the provisions of such regulations. The Tenderer also agrees that he is aware of the fully understands all the provisions of such regulations.

51.2 All equipment, machinery, tools and safety equipment used on site are to be in a safe operating condition and are to be used in a safe and considerate manner by suitably trained and experienced workers. The Contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration. All necessary safety equipment required to construct the facility must be used by the workers where appropriate and are

for the contractor's responsibility and provisioning. A first aid box is to be provided and available at all times on site during working hours and is to comply with the requirements of the Occupational Health and Safety Act. The Contractor shall ensure the safety of all work left standing in an incomplete state during the construction and shall be responsible for all damage or loss caused by his failure to ensure the safety of such incomplete work.

51.3 Site operations requiring special attention include but are not limited to: Any excavations; plant, machinery and equipment operations; any chemical storage and usage whatsoever; any works requiring elevated personnel such as for roofing, elevated building works requiring ladders or scaffolding etc...; any works with overhead elevated operations or construction

52. PROTECTION OF THE PUBLIC

52.1 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.

53. INJURY TO PERSONS

53.1 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.

54. DISAGREEMENTS

54.1 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.

54.2 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.

55. FIXED PRICE CONTRACT

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

56. PRICING - COMPLETENESS OF BID

56.1 Bidders are required to Bid 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.

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

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

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

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

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

57. QUANTITIES OF WORK

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

58. PROGRESS PAYMENTS

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

58.2 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.

58.3 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.

58.4 The Engineer may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.

58.5 The contractor shall be paid in up to a minimum of five(5) part payments. The Contractor is strongly advised to request at least five payments when being notified of him/her being awarded the contract.

58.6 Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (57).

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

59. COMPLETION OF THE WORKS

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

59.1.1 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

59.1.2 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.

59.1.3 Final completion

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

60. RETENTION

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

60.2 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.

60.3 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.

61. DEFECT LIABILITY PERIOD

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

61.2 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.

62. CONTINGENCIES

62.1 An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract.

63. PERIOD OF COMPLETION & RATE OF PROGRESS

63.1 The project has to reach practical completion within four (4) months after commencement. 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.

63.2 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.

63.3 The date of completion will be extended only to the extent approved by the Department.

63.4 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.

63.5 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.

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

64.1 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.

64.2 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.

64.3 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.

TECHNICAL SPECIFICATION

1. PRELIMINARIES AND GENERAL

The contractor is to note that all insurances (UIF, workman's compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the contractors responsibility and attention throughout the contract duration until handover of the project. Please also refer to general conditions of contract. The Department reserves the right to stop progress of the works until these conditions are complied with.

2. DIPTANK AND HANDLING FACILITY

- a. Supply and delivery all materials required for the structure.
- b. Excavation of the pit, steel and formwork, lining the pit with the prescribed concrete.
- c. Casting and construction of the exit slope and dry race.
- d. Digging holes for the pole work, planting, aligning the poles to form the crush, bypass and kraal, bracing of the poles as per plan and fitting of neck clamp. Backfilling and compacting the soil around the poles.
- e. Clearing the site from all rubble, spreading the excess soil from the pit and clear site of all excess material.

3. EARTHWORKS AND SITE PREPARATIONS

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

- Site preparations & establishment: **SABS 1200 AA (4)**
- Setting out of works: **SABS 1200 AA (5.1.1)**
- Permissible deviations: **SABS 1200 GA (6.4)** Degree of accuracy II for all bases.
- Restricted Excavations: **SABS 1200 AA (5)**; SABS 1200 DA (5.1; 5.2.2)

- 3.1 .1 The site must be cleared and stripped of all plant materials, roots and topsoil.
- 3.2 .2 The cleared and stripped material is to be stockpiled away from the construction site and is to be levelled/replaced once all construction is complete.
- 3.3 .3 The site is to be levelled prior to any construction. This includes excavation of in situ material to provide the pit.
- 3.4 .4 Materials excavated and suitable for backfilling will be placed in even, thin layers and compacted with thickness applicable to the compaction method/machinery used but not exceeding 150mm.

4. MATERIALS AND CONSTRUCTION

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

4.2 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 Cement & Concrete Institute standards and recommendations.

4.3 Steel shuttering must be used except for the bottom 1300 mm where steel shuttering is unable to accommodate the inside shape of the tank. Only a maximum of 500 mm of casting will be allowed and a minimum of 3 days will be allowed for curing before shuttering can be removed. Adequate support must be provided for shuttering to prevent buckling, twisting and bulging.

5. STANDARD CONCRETE MIXES:

- Mixing, pouring and curing of concrete: SABS 1200 GA (5.4)
- Materials: SABS 1200 AA (3); SABS 1200 GA (3)
- Cement: Common cement 32,5N or R to SANS 50197-1
- Testing: SABS 1200 AA (7); SABS 1200 GA (7)
- Quality control through the slump test SABS 1200 GA (5.4.1.2) SABS method 862. The contractor is to supply the slump testing equipment.
- Tolerances to SABS 1200 GA (6.4)
- Formwork: Refer to SABS 1200 GA (4.4; 5.2)
- Reinforcing: SABS 1200 GA (5.1)

6. FINISHES TO IN-SITU CONCRETE

6.1 **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.

6.2 **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 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.

6.3 **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.

6.4 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.

7. SAFETY

7.1 One 5kg ozone friendly fire extinguisher and 1 fully fitted 1st aid box is to be provided in the facility.

7.2 All safety equipment required to construct the facility are for the contractor's responsibility and provisioning. Examples include: safety and protective clothing; sound scaffolding; false work and bracing; ladders etc... all equipment, tools and safety equipment are to be in a safe operating condition and must be used by the workers where appropriate.

7.3 Refer to general conditions for site safety. Site operations and conditions requiring special attention include but are not limited to:

- Equipment, machinery, tools: (stationary or mobile) such as vehicles, generators, pumps, drills, augers, picks, spades, hand tools, ladders, scaffolding to be in a safe operating condition and are to be used in a safe and responsible manner. The contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration.
- Lifting and lowering of materials or personnel in any way whatsoever.
- Personnel access and operations at raised levels or on raised platforms or scaffolding.
- Excavation works and holes are to be clearly indicated to prevent injury to personnel.
- Potential ingress of water on/through the site.
- Potentially hazardous services may be present on site such as water and sewerage mains, electricity cables etc...
- Chemical transport, storage and usage whatsoever – this includes chemical contact through equipment use such as fuels and oils; materials such as creosote, paints, solvents, cement, concrete...
- Barriers and safety cordons, safety and warning signage, sirens, lighting etc. as required

- Safety equipment: Safety and protective clothing, gloves, goggles, masks, hard hats, boots, harnesses etc.
- A first aid box is to be provided and available at all times on site during working hours and is to comply with the requirements of the Occupational Health and Safety Act.
- Additional risks associated with specific methods of construction selected by the contractor, which are not necessarily covered in the above.

8. BID EVALUATION CRITERIA

8.1 Compliance with Special terms and Conditions

8.2 Only bids that meet the Special Terms and Conditions in all aspects as stipulated in the bid document shall be considered.

8.3 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

8.4 Compulsory administrative compliance documents that must be submitted with the bid:

8.4.1 Central Suppliers Database registration number;

8.4.2 Proof of valid and active **CIDB 2CE** registration where applicable;

8.4.3 Certified Copies of the Identity documents for company members/service providers;

8.4.4 A certified copy of a valid BBBEE certificate or valid sworn affidavit for purposes of confirmation of the bidder being a Level 1 BBBEE;

8.4.5 Documentary proof of bidder being an **EME** or **QSE** (e.g. Financial Statement)

8.4.6 Documentary proof of bidder's experience in support of **Annexure C**

8.4.7 Documentary proof of credit facility with registered supplier/manufacturer and/or registered Financial Institution or evidence of access to any legal funding instrument.

8.5 Non-submission of any of the above documents shall result in disqualification.

8.6 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 four (4) months. Failure to comply with this requirement shall invalidate the bid submitted.

9. FUNCTIONALITY EVALUATION

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

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

9.3 The evaluation criteria are as in Table 1 below.

TABLE 1: BID EVALUATION CRITERIA

	FUNCTIONALITY EVALUATION CRITERIA	Max Points	Evidence	Bidders Score
1.	<p>Bidder's experience in the construction of diptanks or reinforced concrete works such as concrete reservoir</p> <p>1 – 2 projects = 15 points 3 – 5 projects = 20 points >5 projects = 25 points</p>	30	<p>Completion Certificate (Works or other) In support of Annexure C</p>	
2.	<p>Site Manager/Supervisor</p> <p>List of specific projects supervised and completed with traceable references</p> <p>1 project of a value at least R250 000 = 15points 2- 4 projects of a cumulative value of at least R350 000 = 20 5 or more projects of a cumulative value of more than R 600 000 = 30 points</p>	30	<p>Referral letters with traceable references</p>	
3.	<p>Detailed implementation plan indicating timeframe for each activity required (activities to include trenching, material sourcing etc.)</p>	10	<p>Detailed implementation plan of the project</p>	
4.	<p>Access to a transportation facility/ Light Delivery Vehicle (LDV) / Truck</p>	10	<p>Letter of commitment from fleet company Or Documentary proof of transport or transportation facility (Log Books/ Letter of agreement supported by Log book)</p>	
5.	<p>Proof of Physical address</p>		<p>Confirmation from Councillor; Lease agreement;</p>	

2.1 Office of Bidder within borders of Nquthu Local Municipality =20 points	20	Municipal Utility Bill; or Copy of stamped Bank Statement (first page only) with address	
2.2 Office of Bidder within borders of KZN =10 points			
2.3 Office of Bidder outside borders of KZN = 5 points			
TOTAL	100		
<i>Minimum Functionality Threshold</i>	85%		

ANNEXURE A: Schedule of Quantities Summary**BILL OF QUANTITIES FOR THE CONSTRUCTION OF NEW DIPTANK AT OBEMBA**

ITEM NO	DESCRIPTION	AMOUNT
1	SECTION 1: PRELIMINARY AND GENERAL	
2	SECTION 2: DAYWORKS (PROVISIONAL)	
3	SECTION 3: DIPTANK MATERIAL	
	SUB-TOTAL 1	
	10% TO SUB-TOTAL 1 (ANCILLARIES)	
	SUB-TOTAL 2 (EXCLUDING VAT)	
	15% TO SUB-TOTAL 2 (VAT)	
	TOTAL (INCLUDING VAT)	

BILL OF QUANTITIES FOR THE CONSTRUCTION OF INGOLOKODO DIPTANK

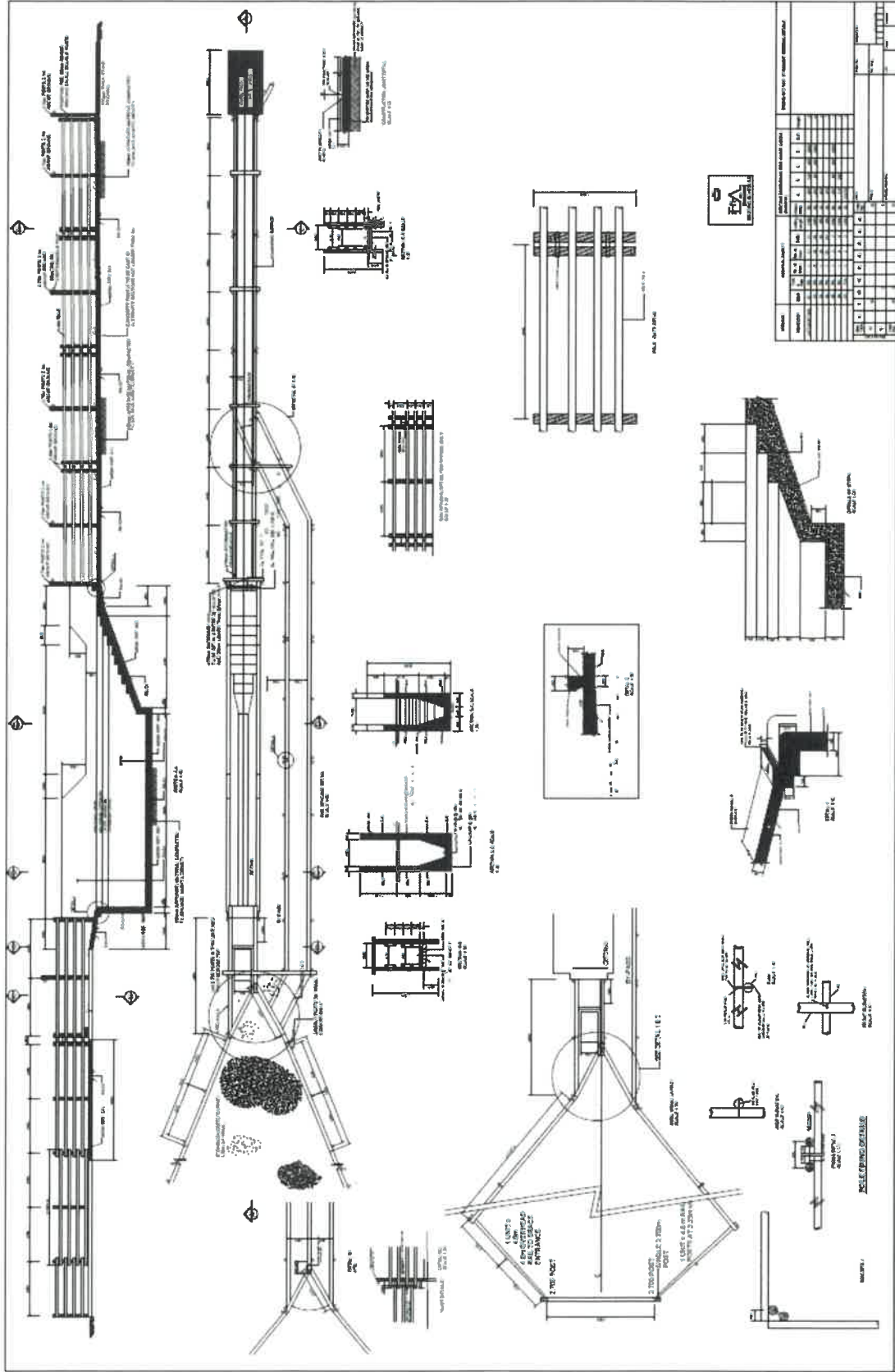
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SABS 1200 A	SECTION 1: PRELIMINARY & GENERAL				
1.1		Fixed Charge				
1.1.1	8.3.1	Contractual requirements and general (insurance, sureties etc.)	Sum	1		
1.1.2	8.3.2.2	Facilities required by Contractor	Sum	1		
		a) Storage sheds (6m x3m)				
		d) Living accommodation				
		e) Ablution and latrine facilities at construction site				
		g) Water supplies, electric power and communications				
1.1.3		Complying with Health and Safety Act	Sum	1		
		(i) Preparation of Health and Safety				
		(ii) Compilation of a Risk Assessment prior to construction				
		(iii) Health and Safety Induction Training of employees				
		(v) Implementation of the Health and Safety Plan over the entire construction period				
		(vi) Provision of safety gear as per OHS ACT				
1.1.4	8.3.4	Removal of site establishment on completion	Sum	1		
1.2		Time Related Charges				
1.2.1	8.4.1	Contractual requirement	Sum	1		
1.2.2	8.4.2	Facilities for Contractor	Sum	1		
		a) Offices and storage sheds				
		d) Living accommodation				
		e) Ablution and latrine facilities at construction site				
		f) Tools and equipment				
		g) Water supplies, electric power and communication				
1.2.3	8.4.3	Supervision for the duration of the contract	Sum	1		
1.2.4		Complying with Health and Safety Act	Sum	1		
TOTAL SECTION 1 CARRIED TO SUMMARY						

SECTION 2: DAYWORKS (PROVISIONAL)						
2.1		Section 2.1: Labour				
2.1.1		Skilled	day	10		Rate only
2.1.2		Semi-skilled	day	10		Rate only
2.1.3		Unskilled	day	10		Rate only
2.2		Section 2.2: Plant				
2.2.1		4 x 4 TLB or similar				
		Type.....				
		KW..... (to be filled in by tenderer)	hour	10		Rate only
2.2.2		Excavator:				
		Type.....				
2.2.3		Tipper truck 6m ³ :				
		Type..... (to be filled in by tenderer)	hour	10		Rate only
TOTAL SECTION 2 CARRIED TO SUMMARY						

SECTION 3: Dip Tank Material					
3.1	SABS 1200 C	Site clearance			
3.1.1		Site clearance			
3.1.1.1	8.2.1	Clear and grub	ha	0.1	
3.1.1.2	8.2.10	Remove top soil to nominal depth of 150mm and stockpile	m ³	25	
3.2		Earthworks			
3.2.1		Excavation plunge tank			
3.2.1.1	8.3.2	Excavate for the plunge tank (2.3m (D) x 2.2m (W) x 12m (L)	m ³	60	
3.2.1.2		Extra Over for rock	m ³	1	Rate only
3.3		Backfill and compaction			
3.3.1		Restricted back fill to 93% MOD ASSHTO behind the diptank walls	m ³	20	
3.3.2		Cart away surplus material to spoil	m ³	40	
3.4		Pole trenches			
3.4.1		Pole trenches (0.6m (d) x 0.4m(w) x 0.4m(b) - 120poles	No.	120	
3.5	SABS 1200 GA	Concrete			
3.5.1		Blinding layer in 50mm (15MPa concrete)	m ²	30	
3.5.2	8.2.11	Plunge tank, dry race and pole concrete (30MPa / 19mm Concrete)	m ³	28	
3.5.3		By-pass and dry race concrete, poles (20MPa/19mm concrete)	m ³	3	
3.6	8.1.3	Form work in small work			
3.6.1		Rough form work (incl narrow widths and raking)	m ²	20	
3.6.2		Smooth formwork (incl. narrow widths and raking)	m ²	150	
3.6.3		U2 finish to base of tank, steps and drying race	m ²	35	
3.6.4		U4 finish to tops of the walls	m ²	3	
3.7		Poles			
		Supply, deliver and install creosote treated poles, for the animal handling facility for the diptank. Poles to be chamfered on the inside of the handling facility to reduce injuries to cattle.			
3.7.1		2.4m x 100 -125mm posts	No.	85	
3.7.2		2.7m x 100 - 125mm posts	No.	35	
3.7.3		4.8m x 100 - 125mm posts	No.	125	
3.7.4		Cement for soil crete (mixing ration 1:10)	No.	10	
3.8		Steel Reinforcement			
3.8.1		R10 x 6m smooth bars for bracing	No.	28	
3.8.2		Steel cutting into (R10 x 0.35m - bars bracing)	No.	380	
3.8.3		Steel cutting into (R10 x 1.625m - bars bracing)	No.	15	
3.8.4		Ref 311 mesh - 6m x 2.4m sheet	No.	4	
3.8.5		Ref 500 mesh - 6m x 2.4m sheet	No.	16	
3.8.6		R8 x 6m (As shown in bending schedule)	No.	15	
3.8.7		Y10 x 2.6m (As shown in bending schedule)	No.	1	
3.9		Angle Iron			
3.9.1		800mm x 102mm x 76mm x 10mm	No.	1	
3.10		Stone pitching			
3.10.1		Stone pitching towards the end of the dry race	m ²	8	
3.11		Plunge tank works			
3.11.1		Filling the tank with clean water	m ³	17	
3.12		Storm Water Drainage			
3.12.1		Cut and shape V-drain storm water drainage to take water away from the diptank when required as per engineer or responsible person instructions	m	30	
3.13		Neck clamp			
3.13.1		Supply, deliver and install V-shape neck clamp at the end of the dry race	No.	1	
3.14		Fencing When required (NB)			
		Supply, deliver and install fencing material when required (installation to be according to engineers or responsible person instructions)			
3.14.1		1.2m x 30m (100mm x 50mm x 1.8mm)	No.	4	
3.14.2		2.0m x 75-100mm treated poles	No.	15	
3.14.3		Fully galvanized barbed wire, 1.6mm diameter high tensile double strand - 500m	No.	1	
3.14.4		Galvanized Wire Staples 3,15 x 32mm - Packs of 500g	No.	1	
		pedestrian gate	No.	1	
SUB-TOTAL SECTION 3 CARRIED TO SUMMARY					

ANNEXURE B: Typical Diptank Drawing

ANNEXURE B: Typical Diptank Drawing



ANNEXURE C: EXPERIENCE

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

No	Equipment and resources available in order to execute the services:
1	
2	
3	
4	
5	

Please indicate your experience and expertise by completing the table:

No	Name of project and	Project description	Role (self or sub-contracted)	Project value	Name and contact number of referee
1					
2					
3					

4				
5				

SUB CONTRACTED WORKS: Please list which parts of the works for this tender will be sub-contracted.

No	Sub Contractor	Associated works	Percentage
1			
2			
3			
4			
5			

BILL OF QUANTITIES FOR THE CONSTRUCTION OF INGOLOKODO DIPTANK

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SABS 1200 A	SECTION 1: PRELIMINARY & GENERAL				
1.1		Fixed Charge				
1.1.1	8.3.1	Contractual requirements and general (insurance, sureties etc.)	Sum	1		
1.1.2	8.3.2.2	Facilities required by Contractor a) Storage sheds (6m x3m) d) Living accommodation e) Ablution and latrine facilities at construction site g) Water supplies, electric power and communications	Sum	1		
1.1.3		Complying with Health and Safety Act (i) Preparation of Health and Safety (ii) Compilation of a Risk Assessment prior to construction (iii) Health and Safety Induction Training of employees (v) Implementation of the Health and Safety Plan over the entire construction period (vi) Provision of safety gear as per OHS ACT	Sum	1		
1.1.4	8.3.4	Removal of site establishment on completion	Sum	1		
1.2		Time Related Charges				
1.2.1	8.4.1	Contractual requirement	Sum	1		
1.2.2	8.4.2	Facilities for Contractor a) Offices and storage sheds d) Living accommodation e) Ablution and latrine facilities at construction site f) Tools and equipment g) Water supplies, electric power and communication	Sum	1		
1.2.3	8.4.3	Supervision for the duration of the contract	Sum	1		
1.2.4		Complying with Health and Safety Act	Sum	1		
TOTAL SECTION 1 CARRIED TO SUMMARY						

SECTION 2: DAYWORKS (PROVISIONAL)						
2.1		Section 2.1: Labour				
2.1.1		Skilled	day	10		Rate only
2.1.2		Semi-skilled	day	10		Rate only
2.1.3		Unskilled	day	10		Rate only
2.2		Section 2.2: Plant				
2.2.1		4 x 4 TLB or similar Type..... KW..... (to be filled in by tenderer)	hour	10		Rate only
2.2.2		Excavator: Type.....				
2.2.3		Tipper truck 6m ³ : Type..... (to be filled in by tenderer)	hour	10		Rate only
TOTAL SECTION 2 CARRIED TO SUMMARY						

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION 3: Dip Tank Material						
3.1	SABS 1200 C	Site clearance				
3.1.1		Site clearance				
3.1.1.1	8.2.1	Clear and grub	ha	0,1		
3.1.1.2	8.2.10	Remove top soil to nominal depth of 150mm and stockpile	m ³	25		
3.2		Earthworks				
3.2.1		Excavation plunge tank				
3.2.1.1	8.3.2	Excavate for the plunge tank (2.3m (D) x 2.2m (W) x 12m (L)	m ³	60		
3.2.1.2		Extra Over for rock	m ³	1		Rate only
3.3		Backfill and compaction				
3.3.1		Restricted back fill to 93% MOD ASSHTO behind the diptank walls	m ³	20		
3.3.2		Cart away surplus material to spoil	m ³	40		
3.4		Pole trenches				
3.4.1		Pole trenches (0.6m (d) x 0.4m(w) x 0.4m(b) - 120poles	No.	120		
3,5	SABS 1200 GA	Concrete				
3.5.1		Blinding layer in 50mm (15MPa concrete)	m ²	30		
3.5.2	8.2.11	Plunge tank, dry race and pole concrete (30MPa / 19mm Concrete)	m ³	28		
3.5.3		By-pass and dry race concrete, poles (20MPa/19mm concrete)	m ³	3		
3,6	8.1.3	Form work in small work				
3.6.1		Rough form work (incl narrow widths and raking)	m ²	20		
3.6.2		Smooth formwork (incl. narrow widths and raking)	m ²	150		
3.6.3		U2 finish to base of tank, steps and drying race	m ²	35		
3.6.4		U4 finish to tops of the walls	m ²	3		
3.7		Poles				
		Supply, deliver and install creosote treated poles, for the animal handling facility for the diptank. Poles to be chamfered on the inside of the handling facility to reduce injuries to cattle.				
3.7.1		2.4m x 100 -125mm posts	No.	85		
3.7.2		2.7m x 100 - 125mm posts	No.	35		
3.7.3		4.8m x 100 - 125mm posts	No.	125		
3.7.4		Cement for soil crete (mixing ration 1:10)	No.	10		
3.8		Steel Reinforcement				
3.8.1		R10 x 6m smooth bars for bracing	No.	28		
3.8.2		Steel cutting into (R10 x 0.35m - bars bracing)	No.	380		
3.8.3		Steel cutting into (R10 x 1.625m - bars bracing)	No.	15		
3.8.4		Ref 311 mesh - 6m x 2.4m sheet	No.	4		
3.8.5		Ref 500 mesh - 6m x 2.4m sheet	No.	16		
3.8.6		R8 x 6m (As shown in bending schedule)	No.	15		
3.8.7		Y10 x 2.6m (As shown in bending schedule)	No.	1		
3,9		Angle Iron				
3.9.1		800mm x 102mm x 76mm x 10mm	No.	1		
3,10		Stone pitching				
3.10.1		Stone pitching towards the end of the dry race	m ²	8		
3,11		Plunge tank works				
3.11.1		Filling the tank with clean water	m ³	17		
3,12		Storm Water Drainage				
3.12.1		Cut and shape V-drain storm water drainage to take water away from the diptank when required as per engineer or responsible person instructions	m	30		
3,13		Neck clamp				
3.13.1		Supply, deliver and install V-shape neck clamp at the end of the dry race	No.	1		
3,14		Fencing When required (NB)				
		Supply, deliver and install fencing material when required (installation to be according to engineers or responsible person instructions)				
3.14.1		1.2m x 30m (100mm x 50mm x 1.8mm)	No.	4		
3.14.2		2.0m x 75-100mm treated poles	No.	15		
3.14.3		Fully galvanized barbed wire, 1.6mm diameter high tensile double strand - 500m	No.	1		
3.14.4		Galvanized Wire Staples 3,15 x 32mm - Packs of 500g	No.	1		
		pedestrian gate	No.	1		
SUB-TOTAL SECTION 3 CARRIED TO SUMMARY						

BILL OF QUANTITIES FOR THE CONSTRUCTION OF INGOLOKODO DIPTANK

ITEM NO	DESCRIPTION	AMOUNT
1	SECTION 1: PRELIMINARY AND GENERAL	
2	SECTION 2: DAYWORKS (PROVISIONAL)	
3	SECTION 3: DIPTANK MATERIAL	
	SUB-TOTAL 1	
	10% TO SUB-TOTAL 1 (ANCILLARIES)	
	SUB-TOTAL 2 (EXCLUDING VAT)	
	15% TO SUB-TOTAL 2 (VAT)	
	TOTAL (INCLUDING VAT)	

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmin = Price of lowest acceptable bid

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?
 (*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

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

DATE:.....

ADDRESS:

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 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, 2017 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 (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

EU _____ GBP _____

Pula _____

A. Exempted imported content

Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice (D11)	Tender Exchange Rate (D12)	Calculation of imported content			Summary
						Local value of imports (D13)	Freight costs to port of entry (D14)	All locally incurred landing costs & duties (D15)	
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	Tender Qty Exempted Imported value (D17) (D18)
(D19) Total exempt imported value									
R O									
This total must correspond with Annex C - C.21									

B. Imported directly by the Tenderer

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

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

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

D. Other foreign currency payments

Type of payment (D46)	Calculation of foreign currency payments			Summary of payments
	Local supplier making the payment (D47)	Overseas beneficiary (D48)	Foreign currency value paid (D49)	
(D46)	(D47)	(D48)	(D49)	Local value of payments (D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party				
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above				
R O				
This total must correspond with Annex C - C.23				

Signature of tenderer from Annex B _____

Date: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/> +
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ 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.
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

ANNEXURE B

Please list previous experience. Documents and/or an extended list may be attached for further details.

	Client Name	Nature of Service	Contract Value (R'000)	Period of Contract	Contact (Work / Cell Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Signed on behalf of bidder:	Date:
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