



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

Quotation No: R/N/2122/176

**REPAIR OF AN EXISTING ANIMAL HANDLING FACILITY AT KWABHADA AREA
(ULUNDI LOCAL) ZULULAND DISTRICT**

NAME OF BIDDER: _____

COMPULSORY SITE BRIEFING DETAILS	
DATE	04 AUGUST 2021
MEETING VENUE	ZULULAND DISTRICT AGRICULTURAL
MEETING ADDRESS	OLD LEGISLATURE CHAMBER
TIME	10:00 AM

**NB: ALL SUPPLIERS INTRESTED IN ATTENDING THE COMPULSORY SITE BRIEFING
MEETING MUST CONFIRM VIA EMAIL LATEST BY TUESDAY AT 13H00 ON THIS
EMAIL: njabulo.mbatha@kzndard.gov.za**

1. PRE-QUALIFICATION CRITERIA

REQUIREMENTS:

CIDB Grading: 1 GB/ CE OR ABOVE

**SUPPLIERS TO MEET THE STIPULATED LOCAL PRODUCTION AND CONTENT
MINIMUM THRESHOLD OF 100%**

For more information, please contact the following official:

**For: Technical Enquiries:
Mr MD Dlamini
079 693 0654**

**For: Quotation/SCM enquiries:
Mr N.N Mbatha**

CLOSING DATE: 10 AUGUST 2021 TIME: 11:00 AM



KWAZULU-NATAL PROVINCE

**AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA**

INVITATION OF QUOTATION ABOVE R30,000.00

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

QUOTATION NUMBER: RN/2122/176	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 10 AUGUST 2021	CLOSING TIME:11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: REPAIR OF EXISTING ANIMAL HANDLING FACILITY AT KWABHADA AREA.	COMPANY NAME: TEL NO: FAX NO: CONTACT PERSON: CSD REG NUMBER MAAA.....
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R
COMPANY OFFICIAL STAMP (COMPULSORY) SIGNATURE OF BIDDER DATE
NUMBER OF PAGES FAXED BACK TO THE DEPARTMENT BY THE SUPPLIER(Supplier to complete)

NB: DOCUMENTS MUST BE DEPOSITED IN THE BID BOX AT SCM – 4 PIN OAK AVENUE HILTON QUARRY. FAXED QUOTATIONS WILL BE NOT BE ACCEPTED.

Attention: Lungile Ngcobo

Tel: 033 343 8314

NB:

THE ATTACHED SBD4, SBD6.1 ,SBD 6.2, SBD7.2 , SBD 8 & SBD9 FORMS MUST BE COMPLETED IN FULL.
THIS REQUEST FOR QUOTATION (RFQ) MUST BE COMPLETED AND RETURNED WITH ALL YOUR QUOTATION DOCUMENTS.

COMPANY NAME : _____
 ADDRESS : _____
 CONTACT PERSON : _____
 CONTACT NUMBER : _____
 FAX NUMBER : _____

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
	Repair of an Existing Animal Handling Facility at Kwabhada Area (Ulundi Local) Zululand District As Per Attached Specification					
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
TOTAL					R	
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT						
TOTAL PRICE					R	

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

When Required (Requester) : 09 June 2021

Where Required (Requester): Ulundi Local office

Contact details of requester:

TEL : 035 874 9001/ 074 654 4950

COMPANY STAMP



PRICES ARE VALID FOR 30 60 90 DAYS

Mark one Box (X)

SIGNATURE

DATE



**agriculture
& rural development**

Department
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

Bid Specifications HANDLING FACILITIES-100 ANIMALS

This documents contains:

No.	Section	Pages	Read only or Complete?
	GENERAL CONDITION - COMPETENCY OF THE CONTRACTOR	1	Read
1	<i>Technical Specifications</i>	1	Read
2	<i>Project Particular Specifications</i>	1 - 3	Read
3	<i>Special Conditions of Tender</i>	3 - 4	Read
4	<i>Site Conditions and Facilities</i>	4 - 6	Read
5	<i>Pricing, Payments and Time Frames</i>	7 - 8	Read
6	<i>ANNEXURE A: Pricing Summary</i>	9	Complete
7	<i>ANNEXURE B: Payment Schedule</i>	10	Read
8	<i>ANNEXURE C: Schedule of Quantities</i>	11	Complete
9	<i>ANNEXURE D: References</i>	12	Complete
10	<i>DRAWING: Small Scale Cattle Handling Facilities</i>	DR03	Read



CATTLE HANDLING YARD

GENERAL CONDITIONS OF CONTRACT

BID DOCUMENTATION

1) COMPETENCY OF THE CONTRACTOR

This bid is open for contractors with a Construction Industry Development Board (CIDB) data base grading of at least 1CE (for 1 Animal Handling Yard). The following minimum CIDB gradings apply:

<i>If the number of cattle handling yards to be built for this contract is:</i>	<i>The required minimum CIDB grading will be:</i>
1	1 CE
2 - 4	2 CE
5 & more	4 CE

Failure to provide the applicable CIDB registration certificate will invalidate the bid. The contractor is to submit evidence of his/her OWN registration. CIDB registration of possible sub-contractors would be recommended, but will not make up for non-registration by the contractor quoting/bidding for the work. The Department reserves itself the right to disqualify any quote/bid in the event of substantial unsatisfactory reports being obtained about the proponent of such a quote/bid.

TECHNICAL SPECIFICATIONS

1 PROJECT DESCRIPTION/BACKGROUND

The project covers the construction of a cattle handling facility which is ideal for the handling of small herds of up to 100 animals. The facility is to be constructed from treated timber posts and poles. Concrete works are required throughout the crush race area. A standard cattle neck clamp is to be purchased and installed in the facility. Please refer to the attached Cattle handling facility plan.

2 LOCATION

District: ZULULAND
Local Municipality: ULUNDI
Site co-ordinates: 28° 08' 39.78" South, 31° 29' 19.16" East.
The site is situated approximately 20 km from Ulundi on the road between Ulundi & Nongoma

3 SCOPE OF WORKS

Bid Specifications:

Cattle Handling Facility – KWABHANDA – ULUNDI April 2021



The contract covers the supply of all material and fitting and construction of all works relating to the cattle handling facility. The following are the detailed scope of works for the cattle handling facility: Details of these works are specified in **Project Particular Specifications**.

- 3.1 Site selection
- 3.2 Supply all materials for the construction of the animal handling facility.
- 3.3 Accurately set out the location of all posts for the facility as per plan.
- 3.4 Excavate all post holes to the specified dimensions.
- 3.5 Install all posts as per the plan.
- 3.6 Backfill and compact soil into specified bases that do not have full concrete fill.
- 3.7 Mix and pour concrete into full and collared bases, ensuring posts are accurately positioned, aligned and plumb. Apply surface finishes as specified.
- 3.8 Allow concrete to set. Cure the concrete.
- 3.9 Excavate topsoil from crush area and compact the in-situ material.
- 3.10 Prepare shuttering and reinforcing for the floor slab in the crush area.
- 3.11 Mix and pour concrete floor slab. Apply surface finishes and cure as specified.
- 3.12 Drill and fix lateral poles to posts.
- 3.13 Drill and fix gates, latches and install neck clamp.

PROJECT PARTICULAR SPECIFICATIONS

4 SPECIFICATIONS

- 4.1 Site selection:
The facility should be centrally located on the farm if possible and close to the farm dwelling. The site is to be on a desirable fall of 2-3% grade. The cattle movement should always be uphill except when returning to the holding pens. There should be a rise of 150mm through the crush race. The longitudinal direction of the crush race should be angled across the slope and slightly inclined. The holding pens are to be located on the lower grade. Thus the crush and working areas should be on the upper slope.
- 4.2 Site preparations & establishment: SABS 1200 AA (4)
- 4.3 Setting out of works: SABS 1200 AA (5.1.1)
Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy II for all posts.
- 4.4 Restricted Excavations: SABS 1200 AA (5); SABS 1200 DA (5.1; 5.2.2)
Site material excavations are only required throughout the crush area and all individual bases. The area must be cleared and stripped of all plant materials, roots and topsoil prior to site levelling. The cleared and stripped material is to be stockpiled away from the construction site and is to be levelled or replaced once all construction is complete as per engineer's instruction. The site is to be levelled prior to any construction. This includes excavation of in situ material to provide a level platform and well compacted sub base for the structure.
- 4.5 Backfilling and compaction of soil: SABS 1200 DA (3.2; 5.2.3.2)
Material excavated and suitable for backfilling will be placed in even, thin layers and compacted with thicknesses not exceeding 150mm.
- 4.6 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) Refer to standard concrete mixes specification in **TABLE 4.5.1. below**. Refer to surface finishes specification in **TABLE 4.5.2. below**.
- 4.7 Formwork: Refer to SABS 1200 GA (4.4; 5.2)
- 4.8 Reinforcing: SABS 1200 GA (5.1)
- 4.9 **CONCRETE FOR POLES**
 - 4.9.1 **Class B concrete with Class U1 surface finish to be used for all concrete bases: $\pm 15\text{MPa}/19\text{mm}$, 1:3:4 mix, slump to SABS 1200GA 5.4.1.2**
 - 4.9.2 All corner posts, gate posts and posts where overlapping of laterals occur and also all posts throughout the crush area require full depth concrete bases 600mm deep with a compacted soil layer at the base of the post holes- see drawing.

Bid Specifications:

Cattle Handling Facility – KWABHANDA – ULUNDI April 2021



- 4.9.3 All other posts require backfilling of soil (well compacted in thin layers <150mm) and a 200mm deep concrete collar.
- 4.9.4 Four 125mm galvanized round wire nails are to be partially nailed into each vertical post to provide anchorage for the concrete bases/collars approximately 100mm below the ground surface.
- 4.9.5 Surface to be finished 25mm below ground level and covered with topsoil.
- 4.9.6 Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy III for concrete.
- 4.10 CONCRETE FLOOR IN CRUSH AREA**
- 4.10.1 **Class C concrete with Class U3 surface finish to be used for all concrete floor slabs. $\pm 20\text{MPa}/19\text{mm}$, 1:2½ :3½ mix, slump SABS 1200GA 5.4.1.2**
- 4.10.2 The crush area is to have a 90mm thick concrete slab, reinforced with ref 100 mesh with panels not exceeding 3m in length with coarse surface finish and drainage perpendicular to the crush direction. The mesh is to be placed consistently 30mm below the top surface of the concrete throughout the crush area as indicated on the plan and maintained in position throughout pouring (approximately 16m²).
- 4.10.3 Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy III for concrete.
- 4.11 POLES**
- 4.11.1 **Sizes:** The majority of poles shown are standard sizes and thus do not require cutting. Note that all joints are lapped up and down to prevent cutting and early deterioration. If any non standard lengths are required then the cuts must be treated to prevent deterioration.
Posts: 100-125mm Ø –2,4m lengths. Select thicker posts for corners/ends.
Laterals: 75-100 Ø –1,8m; 2,4m; 3m; 3,6m; 4,2m; 6m lengths. Note: thin ends of poles to be placed on the entry side of the crush race. Refer to the drawing.
- 4.11.2 **Treatment:** All poles are to be SABS pre-treated either of creosote or CCA treatment. CCA is not recommended for drier climates where cracking may occur.
- 4.11.3 **Quantities:** Please refer to the attached bill of quantities (**ANNEXURE C**) for an estimate of approximate quantities. Please note that although much effort is used in estimating these quantities, the onus is on the tenderer to thoroughly check the estimates and to make certain that sufficient materials are available. Note that the tenderer is tendering for the entire works and must price for any additional materials so needed if required.
- 4.11.4 **Fixing:** Please refer to the details on the plan. Laterals are to be fixed to the posts using R8 mild steel reinforcing driven through a 6mm hole drilled through both poles. The reinforcing rod is then to be bent or hammered around the laterals/posts as indicated in the plan. The lateral and post are to be joined tightly together. All posts to be plumb, true and accurately aligned before concrete is poured.
- 4.11.5 Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy II for all posts and laterals.
- 4.12 GATES, NECK CLAMPS AND EQUIPMENT**
- Priming:** Priming of steelwork (non galvanized): Surfaces are to be cleaned in accordance with SABS 064 and painted with red oxide zinc chromate primer or equivalent in accordance with SABS Specification 909 prior to delivery. Upon delivery to the site and again after erection any bared or damaged surfaces and connections are to be made good with similar primer.

Finishing: Painting of steelwork (non galvanized): Any surfaces that may be damaged/welded are to be rubbed down over the damaged and surrounding area to a sound surface and then restored by re-applying the removed coat properly merged in with the existing. Two finishing coats of Super Universal Enamel (NY-1G) or equivalent are to be applied after construction is complete to any exposed structural steelwork. Galvanized surfaces requiring surface treatment are to be coated with cold galvanizing.
- 4.12.1 **Gates:** Three heavy duty steel gates and one small man gate fitted with a 'dead bolt / panic bolt' type latch (in the crush) are required as located in the drawing. The gates must be a minimum of 50mm diameter round tubing with horizontal spacing at least the same as for the crush. The gates are to be primed and painted as per TABLE 4.12.
- 4.12.2 **Neck Clamp:** One standard V Type steel manufactured neck clamp is required at the exit of the crush. Installation is to be to the manufacturer's recommendation.



A crush with gate in front or pole barrier may be used as long as the animals are immobilised by tying their heads to the side of the crush with a leather thong which will not cut their skins. Loose poles at the rear of the animals placed in front of the vertical posts will prevent animals from moving backwards in the crush. The clamp is to be primed and painted as per TABLE 4.12.

- 4.12.3 **Latches:** An example of a simple chain linkage latch is shown. The chain is to be a minimum of 4mm thick linkages ± 60 mm length. One end is to be fixed to the pole fence and the other to the gate. A heavy duty bolt latch is required for the pedestrian gate in the crush area.

4.13 SAFETY

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

- 4.13.1 Equipment, machinery, tools: (stationary or mobile) such as vehicles, generators, pumps, drills, augers, picks, spades, hand tools 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.
- 4.13.2 Lifting and lowering of materials in any way whatsoever.
- 4.13.3 Excavations including post holes to be clearly indicated to prevent injury to personnel.
- 4.13.4 Potential ingress of water on/through site
- 4.13.5 Potentially hazardous services may be present on site such as water and sewerage mains, electricity cables etc.
- 4.13.6 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...
- 4.13.7 Barriers and safety cordons, safety and warning signage, sirens, lighting etc. as required
- 4.13.8 Safety equipment: Safety and protective clothing, gloves, goggles, masks, hard hats, boots etc.
- 4.13.9 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.
- 4.13.10 Additional risks associated with specific methods of construction selected by the contractor which are not necessarily covered in the above.

Special Conditions of Tender

5 APPLICABLE STANDARDIZED SPECIFICATIONS

Construction must conform to the design (refer to attached drawings) and in accordance with SABS 1200: *Standardized Specification for Civil Engineering Construction* specifications shall apply. The tenderer must be fully conversant with this document. The following sections shall in particular apply here: **SABS 1200 AA - 1986** (General - Small Works), **SABS 1200 DA -1988** (Earthworks - Small Works) and **SABS 1200GA - 1982** (Concrete - Small Works).

6 MATERIALS

All products used must conform to SABS approved quality standards where applicable.

7 CONTRACTOR TO PROVIDE ALL NECESSARY

The **Contractor** shall provide everything necessary for the proper execution of the Works according to the true intent and meaning of the Drawings and Specification taken together. The **Contractor** shall provide without extra charge all assistance and everything reasonably necessary for proving the quality of work done as may be required by the **Regional Engineer**.

8 SUB-CONTRACTED WORK

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



9 SCHEDULE OF VARIATIONS

If the tenderer chooses to suggest alternatives in his bid proposal, these should be *at least* of equal standards to the original specifications. All materials used must be SABS approved. In the case of variations being suggested, Section K of tender form ZNT 1 will have to be completed.

10 CONFLICTING AND OMITTED CONDITIONS

In case of a conflict between SABS 1200 conditions and these, the latter will take precedence. In case of conflict between SABS 1200 conditions and General Tender Conditions as laid out in the ZNT 1, ZNT 6 and ZNT 30 sections of the tender documentation, the latter shall take precedence. For all issues *not* covered by this contract or the General Tender Conditions, the conditions of the relevant clauses of SABS 1200 will apply.

11 DISAGREEMENTS

11.1 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 21 days after the cause of disagreement has arisen.

11.2 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, failing which he shall be deemed to have given a ruling dismissing all the **Contractor's** contentions.

SITE CONDITIONS & FACILITIES

12 COMPULSORY PRE-TENDER BRIEFING

A compulsory site visit will be held with prospective Tenderers after the pre-tender briefing.

13 INSURANCE

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

- Registration with the Compensation Commissioner and compliance with the Compensation for Occupational Injuries and Diseases Act with regard to insurance.
- Unemployment insurance fund for all workers.
- Insurance against damage, destruction or loss caused by fire.
- Public Liability insurance.
- All risks (works) policy and Political for the value of the respective project plus 10%.

14 LABOUR FORCE

The Tenderer 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 a fair quality of workmanship. **The Tenderer will be required to submit a list of references/ projects (ANNEXURE D) to enable the Department to inspect previously completed work and assess the capacity of the Tenderer.**

15 AVAILABILITY OF EQUIPMENT

To qualify for this tender the Tenderer shall by way of supplementary information (list of equipment) satisfy the Department that sufficient **equipment** is possessed to execute the services or an indication shall be given in the manner in which such equipment would be sourced. The Department reserves the right to investigate existence and/or proposed sourcing of equipment. Refer to **ANNEXURE D**.

16 EQUIPMENT & MATERIALS

The approved contractor shall be responsible for the safe delivery, loading, off loading, handling and storage of any equipment and materials on site. All equipment, materials and plant stored on site must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The **Contractor** shall remain fully responsible for all material and plant etc. until the completed works are handed over and has been officially accepted by the **Department**.



17 SITE FACILITIES

17.1 Handover of Site to Contractor

The **Contractor** will be introduced to the project participants following the tender award. The site will be handed over to the **Contractor** who 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. The **Contractor** is responsible in the administration, control and security on the site at all times during the contract duration.

17.2 Water and power.

There is no power or piped water available on site. 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 tendered amount.

17.3 Location of camp

The **Contractor's** camp may be erected on the site of the works but must meet the approval of the **Engineer**, project beneficiaries and land owners. No persons other than a night watchman may sleep in the camp, without the approval of the local participants and Chairperson.

17.4 Housing

No housing is available for the **Contractor's** employees and the **Contractor** shall make his own arrangement for housing his employees and transporting them to and from the site. However it may be possible to arrange temporary local accommodation for the **Contractor's** staff with the participants. The **Contractor** is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

17.5 Local Labour

Unskilled labour may be available from the project participants or local community. The **Contractor** and the **Departmental representative** (local Extension officer) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour. Nobody besides those directly involved with the project (ie: the Contractors workers and local labour) are allowed on site. The **Contractor** shall provide his own trained and skilled labour. The **Contractor** will be responsible for all hiring, payment, housing and transport of any and all labour used for the contract duration.

17.6 Existing Facilities and Infrastructure

Refer to SABS 1200 AA (5) and SABS 1200 DA (5.1)

17.7 Underground cables and pipes

Refer to SABS 1200 AA (5.2): "If such service is damaged during the course of its discovery, the cost of making good such damage will be met by the **Employer**" Replace "Employer" with "Contractor" as this must be covered by the Contractors works insurance.

17.8 Risk/Security

The **Contractor** shall be responsible for all plant, 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.

17.9 Daily rainfall records

The **Contractor** shall keep **daily rainfall records** and submit them to the **Department's representative** at every site meeting, or fortnightly by fax in the absence of such visit. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items. Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather.

18 SAFETY

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), as per SABS 1200DA (5.1.1)-Safety, with particular reference to 5.1.1.1 (Barricading and Lighting); and 5.1.1.2 (Safeguarding of excavations) will apply. The contractor is to also refer to SABS 1200AA clauses 5.4 (Safety). 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.

18.1 PROTECTION OF THE PUBLIC



The **Contractor** will be required to 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 existing Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as amended.

18.2 SAFE SITE

Refer to SABS 1200 AA (5.4), DA (5.1): 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.

18.3 INJURY TO PERSONS

The **Contractor** shall be liable for and shall indemnify the **Employer/Engineer** 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.

19 INSPECTION OF WORK

Refer to SABS 1200 AA (7); Refer to SABS 1200 GA (7)

Should the **Engineer** consider any materials objectionable or if it shall appear to him at any time during the construction, or prior to the expiry of the defect liability period, that any part thereof has been executed with unsound or imperfect materials or with unskilled or imperfect workmanship, the **Engineer** will notify the **Contractor** who shall cause the objectionable materials to be instantly removed from the premises and to be replaced by good and suitable materials, and shall rectify or reconstruct the Works in whole or part, as the case may be at the **Contractors** own proper cost or charge.

20 NOTICE OF COVERING WORK

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, and in the event of any such work or materials being 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**.

21 'AS BUILT' DETAILS

No alterations may be made without the prior approval of the **Regional Engineer** in writing. As the work progresses, the **Contractor** shall keep full records of all amendments to and deviations from the specifications as issued to the **Contractor** at the start of the contract. These details will, where appropriate, be noted on the supplied drawing. If any additional works are required that have an additional cost implication then these must be handled as a contingency and must first be authorized in writing by the **Regional Engineer**. Refer to notes on contingencies.

PRICING , PAYMENT & TIMEFRAMES

22 FIXED PRICE CONTRACT

None of the Schedule of Quantity items, including those listed under Preliminary and General and contingencies, will be subject to the Contract Price Adjustment Provision (CPAP) or any other escalation formula. All tendered prices are considered fixed for the entire contract duration including the contract liability period.

23 PRICING

The tenderers will be required to tender for all services, products and commissioning as specified in [this document and associated plans](#). **If a tenderer does not tender on all items, their tender may be rejected.** All prices tendered are to be in South African currency. All prices must exclude Vat. Vat must be added in the pricing summary. **Annexure A: Pricing Summary.**



- 23.1 All items as described in the project specification are to be priced in full on the supplied **Annexure A: Pricing Summary**.
- 23.2 Prices per item must *exclude* VAT.
- 23.3 Prices are to include transport and delivery.
- 23.4 The total tendered amount must include a **10% Contingency** for unforeseen events which must be added to the sub-total tender value for all the works *before* VAT (See **Annexure A: Pricing Summary**).
- 23.5 VAT must be filled in as last item *after* Contingencies, followed by the **Total Tender Price** (See **Annexure A: Pricing Summary**).
- 23.6 The tendered price must have your company stamp, date and be signed by an authorised person.

24 PAYMENTS

- 24.1 The contractor may submit claims for progress payments only on completion of the hereunder listed levels. Payment shall only be paid for claims, which are commensurate with the works actually executed and complete. NOTE: Payment will only be made against the construction progress as pertaining to built items. Movable items and materials on site are excluded from progress payments until they have been fully installed or fitted or built up.
- 24.2 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.
- 24.3 The contractor shall be paid up to a maximum of seven instalments. Refer to **ANNEXURE B: Payment Schedule** for the values of each phase. These values shall be adhered to during the payment process. Part payments will be made after the Department has approved the completion of each construction phase, in accordance with the retention clause (see below). The penultimate payment occurs after practical works completion. The final payment will be made after the 90 day retention period when the contractor has dealt with all defects.

25 RETENTION/DEFECTS LIABILITY PERIOD

15% of the tendered value for the works before VAT will be withheld as defect liability retention. The contractor shall unconditionally guarantee all materials and workmanship related to the works for a minimum period of three (3) months. The guarantee covers any defects or workmanship of the Contractor, or sub-contractors, fair wear and tear excluded. The Department will pay out two-thirds of this retention, or 10% of tender value as part of the penultimate 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 (**90 days** after practical completion), the tenderer having eliminated all defects. See **ANNEXURE B: Payment Schedule** for details. This retention is not subject to any escalation.

26 CONTINGENCY CLAIMS

A **10%** contingency allowance will be retained in the contract. Claiming from the Contingency allowance will only be possible for unforeseen additional expenditure not explicitly mentioned in the contract, due to circumstances that have occurred after commencement of the works and could not have reasonably been foreseen. Any contingency to be allowed must be agreed upon by the Contractor and the Regional Engineer in writing *before* the procurement of required goods and commencement of these works. Only proven contingency expenditure, up to the 10% contract value, may be claimed. Refer to the **Annexure A: Pricing Summary** for details.

27 SERVICE LEVEL AGREEMENT

The successful tenderer 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 2 (two) weeks of receiving notification of a successful bid. A required payment schedule will be made in accordance with % works complete (based on installation/work completed on site). Verification of the % complete will be at the sole discretion of the Engineer.

28 COMMENCEMENT OF THE WORKS

The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site shall only be accessible to contractor staff and Departmental representatives while work is in progress. The site will be handed back after practical completion. Site establishment must start **within two weeks**, and the actual works **within three weeks** after hand-over of the site, provided that an official order has been issued and that no exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail. In the case the work has not commenced within three weeks of the hand-over and no attenuating circumstances for the delay



can be provided, the Department reserves itself the right to cancel the contract and appoint one of the other contractors that have tendered for the works.

29 COMPLETION OF THE WORKS

Practical completion of the work must be **within two months** after commencement of the works, unless reasonable and valid motivations can be submitted by the contractor for a delay in completion, in which case no fine will be imposed (see **Fines**).

30 FINES FOR LATE OR NON-COMPLETION

If the contractor does not complete the work **within 3 months** and no extenuating circumstances can be given for the delay, the Department may impose a fine of a maximum of R100 per day. The total will be subtracted from the retention allowance. 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 tender value.

31 ANCILLARY MATERIALS & EQUIPMENT

The Pricing Summary allows for a fixed amount (item #8) for the purchase of materials, equipment and services that are required for a successful completion of the project but were not provided for in the Bill of Quantities. Claims can only be made after prior approval has been granted from the Engineer for the use of this item. Payment on the basis of proven expenditure plus a mark up. Contractor to indicate mark up % in schedule of quantities.



ANNEXURE A : Pricing Summary: Handling Facilities- 100 Animals

ITEM #	DESCRIPTION	UNIT	VALUE:
1	Preliminary and general/Site establishment 1) Insurances, project risk, workmans compensation, UIF etc... 2) Project administration, services, external services, testing, safety, provision of all required equipment for works at required times etc... 3) Site preparation and establishment	Sum	
2	Setting up works – Excavations (accuracy class 2) 1) Survey, measure and mark out all bases. 2) Excavate bases. 3) Remove topsoil in crush area to 50mm, stockpile and maintain or dispose as ordered.	Sum	
3	Setting up works– Timber posts (accuracy class 2) 1) Supply, delivery and erection of treated timber posts. 2) Set up posts in bases to uniform height and positioning. 3) Backfill soil and compact in layers not exceeding 100mm to collar depth (only bases without full concrete).	Sum	
4	Concrete casting- Bases 1) Supply of all materials for concreting. 2) Mix, pour, compact, finish and cure concrete to specification.	Sum	
5	Concrete casting- Crush area floor 1) Excavate to level in crush area. Use materials or dispose as ordered. 2) Well compact the in-situ material to Engineers approval. 3) Provide and install formwork for floor (well/adequately braced) 4) Provide and install reinforcement works for floor area. 5) Supply of all materials for concreting. 6) Mix, pour, compact, finish and cure concrete to specification.	Sum	
6	Timber Laterals 1) Supply, delivery and erection of treated timber poles for laterals. 2) Supply and delivery of steel reinforcing bars for fixing of poles to posts. 3) Installation of laterals, drilling, aligning, fixing of poles to posts.	Sum	
7	Metalworks and Finishings: 1) Supply and installation of gates and latches 2) Supply and installation of cattle handling equipment. 3) Treatment of any cut / damaged pole faces. 4) Repaint any damaged metalwork 5) Replacing of removed top soil back to uniform levels 6) Clean up of site	Sum	
SUB TOTAL (A):			
8	ANCILLARY MATERIALS & EQUIPMENT	MARK UP.....%	R 10,000
SUB TOTAL (B):			
VAT (15%)			
TOTAL:			



ANNEXURE B : Payment Schedule: Handling Facilities- 100 Animals

PAYMENT #	PHASE DESCRIPTION	App. % of contract	Payment after completion of phase	
1	Preliminary and general/Site establishment Setting up works – Excavations (accuracy class 2) 1) Survey, measure and mark out all bases. 2) Excavate bases – soft excavation material. 3) Remove topsoil in crush area to 50mm, stockpile and maintain or dispose as ordered – soft excavation material.	5%	4%	
2	Setting up works– Timber posts (accuracy class 2) 1) Supply and delivery of treated timber posts. 2) Set up posts in bases to uniform height and positioning. 3) Backfill soil and compact in layers not exceeding 100mm to collar depth (only bases without full concrete). Concrete casting- Bases 1) Supply of all materials for concreting. 2) Mix, pour, compact, finish and cure concrete to specification.	27%	23%	
3	Concrete casting- Crush area floor 1) Excavate to level in crush area. Use materials or dispose as ordered. 2) Well compact the in-situ material to Engineers approval. 3) Provide and install formwork for floor (well/adequately braced) 4) Provide and install reinforcement works for floor area. 5) Supply of all materials for concreting. 6) Mix, pour, compact, finish and cure concrete to specification.	6%	5%	
4	Timber Laterals 1) Supply, delivery and erection of treated timber poles for laterals. 2) Supply and delivery of steel reinforcing bars for fixing of poles to posts. 3) Installation of laterals, drilling, aligning, fixing of poles to posts.	31%	26.5%	
5	Metalworks and Finishings: 1) Supply and installation of gates and latches 2) Supply and installation of cattle handling equipment. 3) Treatment of any cut / damaged pole faces. 4) Repaint any damaged metalwork 5) Replacing of removed top soil back to uniform levels 6) Clean up of site	31%	26.5%	36.5%
	b) Retention money 10% at practical completion	-	10%	
6	Retention money 5% at final completion after 90 days	0% if no defects	5%	
	TOTAL	100%	100%	



ANNEXURE C: SCHEDULE OF ESTIMATED QUANTITIES

(100 ANIMALS) CATTLE HANDLING FACILITY: ESTIMATED QUANTITIES OF CONSTRUCTION MATERIALS				
ITEM	DESCRIPTION	UNIT	QTY	
EXCAVATIONS				
1	Excavation for bases	Volume of post holes	m ³	5.8
2	Excavation for crush area	Area to be cleared of topsoil to req. depth	m ²	15.8
3	Backfilling & compaction of soil in post holes	Volume of soil to be replaced	m ³	1.8
4	Compact in-situ material- for crush area floor	Area to be compacted	m ²	15.8
POLES				
5	Posts for Crush Area	2.4m length x 125mm diameter	no.	33
6	Posts for Holding Area (Corners & Ends)	2.4m length x 125mm diameter	no.	38
7	Posts for Holding Area	2.4m length x 100-125mm diameter	no.	26
8	Laterals to span 2 posts in Crush Area	1.8m length x 75-100mm diameter	no.	21
9	Laterals to span 2 posts in Crush Area	2.4m length x 75-100mm diameter	no.	26
10	Laterals to span 2 posts in in Handling Yard	3.0m length x 75-100mm diameter	no.	6
11	Laterals to span 3 posts in Crush Area	3.6m length x 75-100mm diameter	no.	20
12	Laterals to span 3 posts in Handling Yard	4.2m length x 75-100mm diameter	no.	25
13	Laterals to span 4 posts in Handling Yard	6m length x 75-100mm diameter	no.	16
14	Horizontal poles used as gates in crush	1.4m length x 75-100 diameter	no.	21
CONCRETE mixing ratio: 1 : 3 : 4				
15	POST HOLES (400x400mmx700mm deep)		no.	50
16	POST HOLES (400x400mmx200mm deep)		no.	25
17	POSTS (pole 700mm deep x area of pole):		no.	50
18	POSTS (collar 200mm deep x area of pole):		no.	25
19	Volume of concrete required (All posts):	Including 10% wastage allowance		4.2
20	Sand	river sand in cubic meters	m ³	3.4
21	Stone	concrete stone 19 or 26 mm diameter	m ³	4.1
22	Cement	50kg pockets	no.	35.0
FLOOR (90mm) mixing ratio: 1 : 2.5 : 3.5				
	Area of floor slab		m ²	16
	Thickness of floor slab		m	0.09
	Volume of concrete required:	Incl 10% wastage	m ³	1.6
23	Sand	river sand in cubic meters	m ³	0.9
24	Stone	concrete stone 19 or 26 mm diameter	m ³	1.2
25	Cement	50kg pockets	no.	11.0
MISCELLANEOUS				
26	Gates	3m x 1.2m long farm access type gates	no.	3
27	Gates	3.4 x 1.2m long farm access type gates	no.	2
28	Gates	3.6 x 1.2m long farm access type gates	no.	1
29	Neck Clamp	V type, painted	no.	1
30	Galvanised Wire (High Tensile Straining)	Straining wire: 4mm diam.- single strand	m	100
31	Galvanised Wire Staples	For Fencing wire strand	no.	60
32	Galvanised round wire nails	Standard builders nails- 125mm length	no.	260
33	Reinforcing rods	R8 reinforcing bar 26 x 900mm length	m	33.4
34	Reinforcing rods	R8 reinforcing bar 171 x 500mm length	m	105.5
35	Reinforcing mesh: Area A	Ref 100: Length 7m; Width 1m	m ²	7.0
36	Reinforcing mesh: Area B	Ref 100: Length 3.5m; Width 2.5m	m ²	8.8



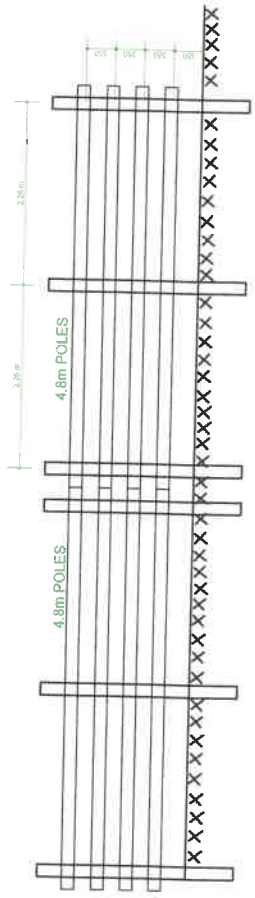
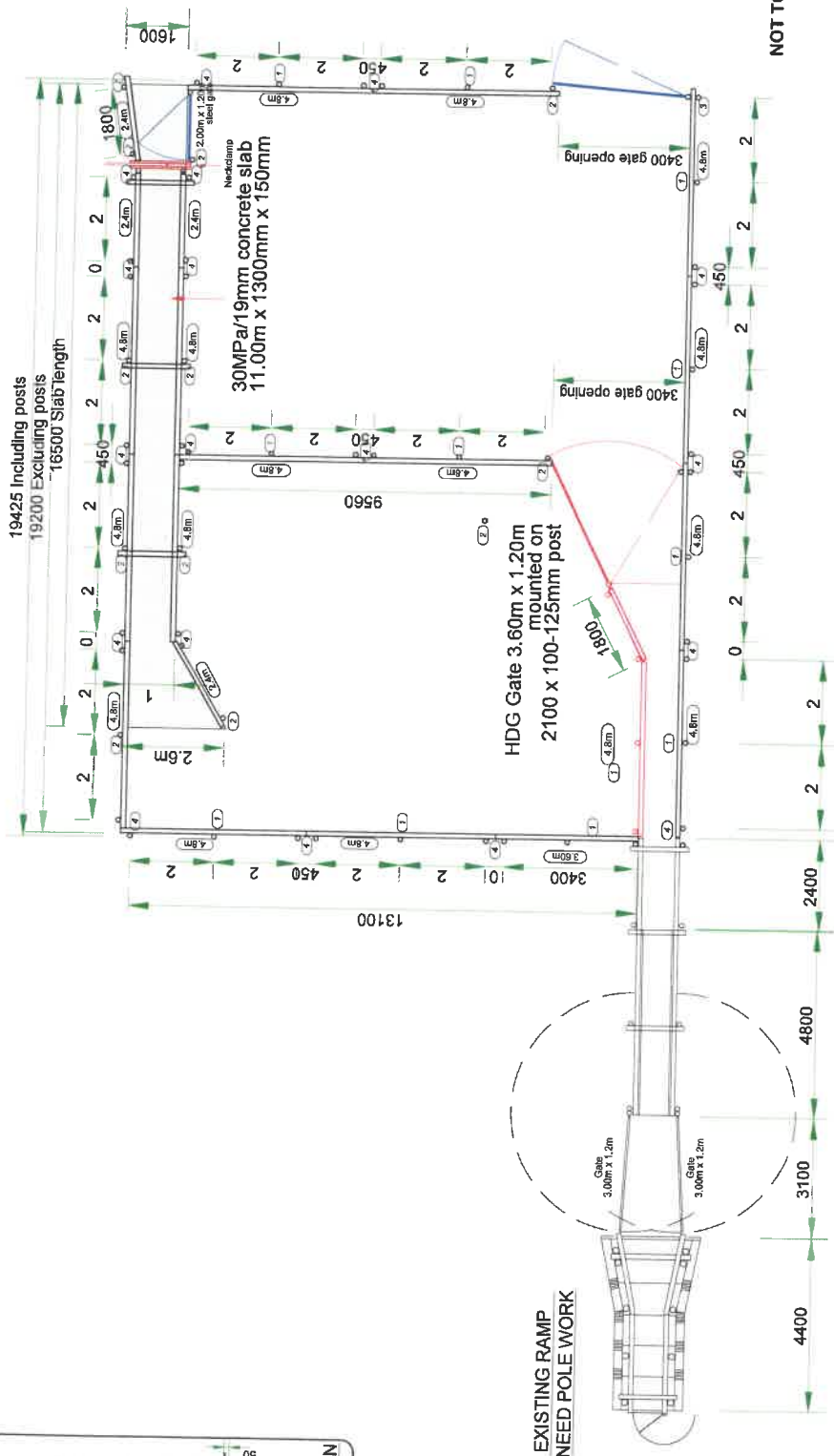
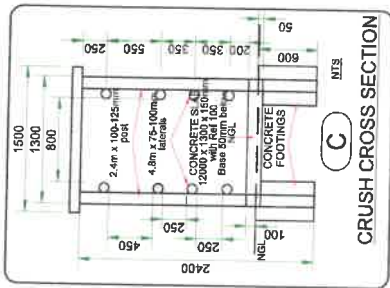
ANNEXURE D: ADDITIONAL INFORMATION

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	

EXPERIENCE: Please provide an indication of your experience and expertise by completing the table below (maximum 5 projects):

No	Name of project + Period	Project description	Role (self or sub-contracted)	Project value	Name and contact number of referee
1					
2					
3					
4					
5					



CRUSH ELEVATION

- BOQ TIMBER POLES (CCA TREATED)
- 1) 2.4m length x 125 - 150mm diameter (33x)
 - 2) 2.4m length x 100 - 125mm diameter (38x)
 - 3) 2.4m length x 75 - 100mm diameter (28x)
 - 4) 4.8m length x 75 - 100mm diameter (84x)
 - 5) 1.5m length x 75 - 100mm diameter (21x)

DATE : 26 APRIL 2021

PROPOSED HOLDING YARD WITH CRUSH
FOR 100 CATTLE - KWABHANDA

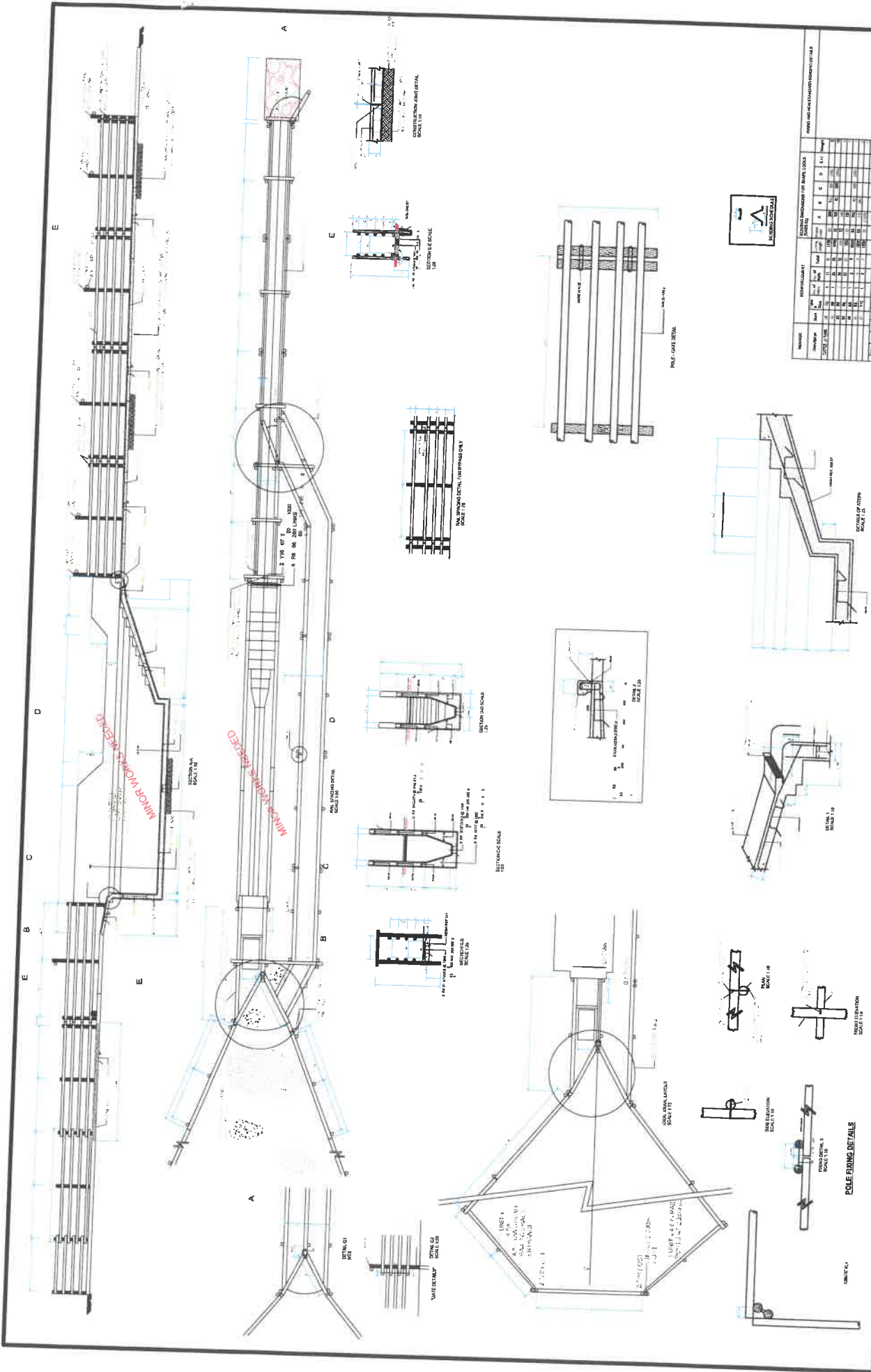
DRAWING NUMBER :
000
CAD FILE NAME :
Holding Area

Design: SD van Grauning
Drawn by: SD van Grauning
Date: 26 April 2021

ENGINEERING SERVICES
PRIVATE BAG X 9423 / VRYHEID / 3100
PHONE : 034-980 9465 / FAX : 034 983 2575



KZN DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT



SECTION	DIMENSIONS OF MAIN COOLS				FROM MAIN COOL TO MAIN COOL
	A	B	C	D	
1	1000	1000	1000	1000	1000
2	1000	1000	1000	1000	1000
3	1000	1000	1000	1000	1000
4	1000	1000	1000	1000	1000
5	1000	1000	1000	1000	1000
6	1000	1000	1000	1000	1000
7	1000	1000	1000	1000	1000
8	1000	1000	1000	1000	1000
9	1000	1000	1000	1000	1000
10	1000	1000	1000	1000	1000
11	1000	1000	1000	1000	1000
12	1000	1000	1000	1000	1000
13	1000	1000	1000	1000	1000
14	1000	1000	1000	1000	1000
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96	1000	1000	1000	1000	1000
97	1000	1000	1000	1000	1000
98	1000	1000	1000	1000	1000
99	1000	1000	1000	1000	1000
100	1000	1000	1000	1000	1000

TITLE
PROPOSED REHABILITATION KWABHANDA DIP TANK WITH ASSOCIATED CATTLE HANDLING FACILITIES MINOR WORK NEEDED IN PLUNGEDIP

CLIENT
Mr. Buthezi

DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT
 DIRECTORATE : ZULULAND ENGINEERING
 PRIVATE BAG X 9423, VRYHEID, 3100
 TEL: 034-9608466, FAX: 034-9925779

DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT
 ZULULAND ENGINEERING
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 TEL: 034-9608466, FAX: 034-9925779

SURVEYED BY : SD van Grauning
DRAWN BY : SD van Grauning
APPROVED BY : SD van Grauning
CO-ORDINATE SYSTEM
 Central Meridian: 31° East

DRAWING NUMBER : 200
CAD FILE NAME : Dip_Tank_Rehab
DATE : 26 APRIL 2021

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:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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 ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the ~~80/20~~ preference point system shall be applicable; or
 - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

- 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	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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 manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = 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 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

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

1.6 A bid may be disqualified if –

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

2. Definitions

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

Description of services, works or goods

Stipulated minimum threshold

Steel Products

100 %

Wire Products

100 %

_____ %

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 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/industrial-development/ip.isp>. 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 C

SATS 1286.2011

Local Content Declaration - Summary Schedule

(C1) Tender No.

(C2) Tender description:

(C3) Designated product(s)

(C4) Tender Authority:

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

(C7) Specified local content %

Pula EU GBP

Note: VAT to be excluded from all calculations

Tender item no's (C8)	List of items (C9)	Calculation of local content						Tender Qty (C16)	Total tender value (C17)	Total exempted imported content (C18)	Total imported content (C19)
		Tender price - each (excl VAT) (C10)	Exempted imported value (C11)	Tender value net of exempted imported content (C12)	Imported value (C13)	Local value (C14)	Local content % (per item) (C15)				
(C20) Total tender value											
								(C21) Total Exempt imported content			
								(C22) Total Tender value net of exempt imported content			
								(C23) Total imported content			
								(C24) Total local content			
								(C25) Average local content % of tender			

Signature of tenderer from Annex B

Date:

Annex D

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

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Distribution of imported content					Summary		
				Foreign currency value as per Commercial Invoice (D21)	Tender Exchange Rate (D22)	Local value of imports (D23)	Freight costs to port of entry (D24)	All locally incurred landing costs & duties (D25)	Total landed cost incl VAT (D26)	Tender Qty	Exempt
(D7)	(D8)	(D9)	(D10)							(D17)	(D18)
(D19) Total exempt imported value											

B. Imported directly by the Tenderer

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

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

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

D. Other foreign currency payments

Type of payment	Distribution of foreign currency payments			
	Local supplier making the payment (D47)	Overseas beneficiary (D48)	Foreign currency value paid (D49)	Tender Rate of Exchange (D50)
(D46)				

Signature of tenderer from Annex B _____

Date: _____

(D51) Total of foreign currency payments declared by tenderer and/or 3rd party
 (D52) Total of imported content & foreign currency payments - (D32), (D45) & (D51) above

This document is a draft
 Annex D - 4/25

Annex E

SATS 1286.2011

Local Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

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

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

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

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

(E13) **Total local content**

This total must correspond with Annex C (E14)

Signature of tenderer from Annex B _____

Date: _____

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

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 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	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). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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"/>
4.4.1	If so, furnish particulars:	

SBD

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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 ~~Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:~~
 - a. ~~disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.~~
 - b. ~~cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.~~
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

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

.....
Position

.....
Name of Bidder